

**Updated 10/04/12**

# **FEDERAL PROJECT**

## **BIDDING INSTRUCTIONS**

### **FOR ALL PROJECTS:**

1. Use pen and ink to complete all paper Bids.
2. As a minimum, the following must be received prior to the time of Bid opening:

#### **For a Paper Bid:**

- a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed and signed Contract Offer, Agreement & Award form, e) a Bid Guaranty, (if required), and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

#### **For an Electronic Bid:**

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) an electronic Bid Guaranty (if required) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items (excluding non-selected alternates).
4. Bid Guaranty acceptable forms are:
  - a) a properly completed and signed Bid Bond on the Department's prescribed form (or on a form that does not contain any significant variations from the Department's form as determined by the Department) for 5% of the Bid Amount or
  - b) an Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors or
  - c) an electronic bid bond submitted with an electronic bid.
5. If a paper Bid is to be sent, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building located at 16 Child Street in Augusta. Other means, such as U.S. Postal Service's Express Mail has proven not to be reliable.

### **IN ADDITION, FOR FEDERAL AID PROJECTS:**

6. Complete the DBE Proposed Utilization form, and submit with your bid. If you are submitting your bid electronically, you must FAX the form to (207) 624-3431. This is a curable defect.

*If you need further information regarding Bid preparation, call the DOT  
Contracts Section at (207) 624-3410.*

*For complete bidding requirements, refer to Section 102 of the Maine Department  
of Transportation, Standard Specifications, Revision of December 2002.*

# NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain an optional planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or David Venner at the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto:MDOT.contracts@maine.gov). Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our website, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Patrick Corum at [patrick.corum@maine.gov](mailto:patrick.corum@maine.gov), Rebecca Snowden at [rebecca.snowden@maine.gov](mailto:rebecca.snowden@maine.gov) or Diane Barnes at [diane.barnes@maine.gov](mailto:diane.barnes@maine.gov).

# NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

WIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

WIN:

Town:

Date of Bid Opening:

Name of Contractor:

*This should not be much of a change for those of you who use Federal Express or similar services.*

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

WIN:

Town:

Name of Contractor:

October 16, 2001

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION**  
Bid Guaranty-Bid Bond Form

**KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_

\_\_\_\_\_, of the City/Town of \_\_\_\_\_ and State of \_\_\_\_\_

as Principal, and \_\_\_\_\_ as Surety, a

Corporation duly organized under the laws of the State of \_\_\_\_\_ and having a usual place of

Business in \_\_\_\_\_ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of \_\_\_\_\_ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of \_\_\_\_\_

\_\_\_\_\_ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL:

By \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

SURETY:

By \_\_\_\_\_

By: \_\_\_\_\_

Name of Local Agency: \_\_\_\_\_

# NOTICE

## Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

# REQUEST FOR INFORMATION

# NOTICE

## Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder shall submit the Disadvantaged Business Enterprise Proposed Utilization form with their bid. This is a curable bid defect.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form should be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact The Office of Civil Rights at (207) 624-3066.

MDOTs DBE Directory of Certified firms can also be obtained at [www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php](http://www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php)



## INSTRUCTIONS FOR PREPARING THE MaineDOT CONTRACTOR'S DBE/SUBCONTRACTOR UTILIZATION FORM

The Contractor Shall Extend equal opportunity to MaineDOT certified DBE firms (as listed in MaineDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

### SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone, fax number and e-mail address.

Calculate and provide percentage of your bid that will be allocated to DBE firms, Federal Project Identification Number, and location of the Project work.

In the columns, name each subcontractor, DBE and non-DBE firm to be used, provide the Unit/Item cost of the work/product to be provided by the subcontractor, give a brief description and the dollar value of the work.

Revised 1/12

**DBE GOAL NOTICE**  
**Maine Department of Transportation**  
**Disadvantaged Business Enterprise Program**

Notice is hereby given that in accordance with US DOT regulation 49 CFR Part 26, the Maine Department of Transportation has established a DBE Program for disadvantaged business participation in the federal-aid highway and bridge construction program; MaineDOT contracts covered by the program include consulting, construction, supplies, manufacturing, and service contracts.

For FFY 2013-15 (October 1, 2012 through September 30, 2015) MaineDOT has established an annual DBE participation goal of **4.0%** to be achieved through race/gender neutral means. This goal has been approved by the Federal Highway Administration and remains in effect through September 30, 2015. Maine DOT must meet this goal each federal fiscal year. If the goal is not met, MaineDOT must provide a justification for not meeting the goal and provide a plan to ensure the goal is met, which may include contract goals on certain projects that contractors will be required to meet.

MaineDOT asks all contractors, consultants and subcontractors to seek certified DBE firms for projects and to work to meet the determined 4.0% goal without the need to impose contract goals. DBE firms are listed on the MaineDOT website at:

<http://www.maine.gov/mdot/disadvantaged-business-enterprises/pdf/directory.pdf>

Interested parties may view MaineDOT's DBE goal setting methodology also posted on this website. If you have questions regarding this goal or the DBE program you may contact Sherry Tompkins at the Maine Department of Transportation, Civil Rights Office by telephone at (207) 624-3066 or by e-mail at: [sherry.tompkins@maine.gov](mailto:sherry.tompkins@maine.gov)

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**MaineDOT CONTRACTOR'S DBE/SUBCONTRACTOR  
PROPOSED UTILIZATION FORM**

**All Bidders must furnish this form with their bid on Bid Opening day**

**Contractor:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_ **Ext** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**BID DATE:** \_\_\_\_\_

**FEDERAL PROJECT WIN** \_\_\_\_\_ **PROJECT LOCATION:** \_\_\_\_\_

**TOTAL ANTICIPATED DBE \_\_\_\_ % PARTICIPATION FOR THIS CONTRACT**

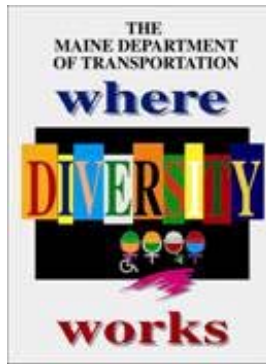
| <b>W<br/>B<br/>E</b>                | <b>D<br/>B<br/>E</b> | <b>Non<br/>DBE</b> | <b>Firm Name</b> | <b>Item Number &amp;<br/>Description of Work</b> | <b>Quantity Cost</b> | <b>Per<br/>Unit/Item</b> | <b>Anticipated<br/>\$ Value</b> |
|-------------------------------------|----------------------|--------------------|------------------|--------------------------------------------------|----------------------|--------------------------|---------------------------------|
|                                     |                      |                    |                  |                                                  |                      |                          |                                 |
|                                     |                      |                    |                  |                                                  |                      |                          |                                 |
|                                     |                      |                    |                  |                                                  |                      |                          |                                 |
|                                     |                      |                    |                  |                                                  |                      |                          |                                 |
|                                     |                      |                    |                  |                                                  |                      |                          |                                 |
|                                     |                      |                    |                  |                                                  |                      |                          |                                 |
|                                     |                      |                    |                  |                                                  |                      |                          |                                 |
| <b>Subcontractor<br/>Total &gt;</b> |                      |                    |                  |                                                  |                      |                          |                                 |
| <b>DBE<br/>Total &gt;</b>           |                      |                    |                  |                                                  |                      |                          |                                 |

**NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL  
FEDERALLY FUNDED MAINE DOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL  
NOT BECOME A PART OF THE CONTRACTUAL TERMS.**

Equal Opportunity Use:

Form received: \_\_\_\_/\_\_\_\_/\_\_\_\_ Verified by: \_\_\_\_\_

**For a complete list of certified firms and company designation (WBE/DBE) go to  
<http://www.maine.gov/mdot>**



## **Maine Department of Transportation Civil Rights Office**

### **Directory of Certified Disadvantaged Business Enterprises**

**Listing can be found at:**

**[www.maine.gov/mdot/disadvantaged-business-  
enterprises/dbe-home.php](http://www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php)**

**For additional information and guidance contact: Civil  
Rights Office at (207) 624-3066**

*It is the responsibility of the Contractor to access  
the DBE Directory at this site in order to have  
the most current listings.*

### **Vendor Registration**

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/venbid/index.shtml>

## STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Littlefields Bridge Replacement in the city of AUBURN" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on January 16, 2013 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete, a bridge, or project specific prequalification to be considered for the award of this contract. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. AC-BR-1928(400)X, WIN 019284.00

**There will be a mandatory prebid meeting on January 9 at the MaineDOT Augusta Headquarters from 8:30 am to 10:00 am in the main conference room. The project utilities and incentive-disincentive contracting will be discussed as well as other project related issues.**

Location: In Androscoggin County, project is located on Hotel Road over Little Androscoggin River approximately 1.5 miles southerly of route 11 junction.

Scope of Work: Littlefields Bridge replacement plus other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207)624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Project Manager Nate Benoit** at (207)624-3431. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Scarborough. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$42.00 (\$46.50 by mail). Half size plans \$21.00 (\$24.00 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

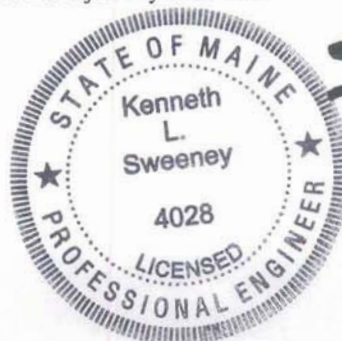
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$80,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

The right is hereby reserved to the Maine DOT to reject any or all bids.

Augusta, Maine  
December 19, 2012



  
KENNETH L. SWEENEY P.E.  
CHIEF ENGINEER

# NOTICE

All bids for Federal Projects **shall** be accompanied by the DBE Proposed Utilization form. If you are submitting an electronic bid, the DBE Utilization Form may be faxed to 207-624-3431. Failure to submit the form with the bid will be considered a curable defect.

**SPECIAL PROVISION 102.7.3**  
**ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/> . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

| Amendment Number | Date |
|------------------|------|
|                  |      |
|                  |      |
|                  |      |
|                  |      |
|                  |      |
|                  |      |
|                  |      |
|                  |      |
|                  |      |
|                  |      |

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
(Name and Title Printed)



## MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 1

## SCHEDULE OF ITEMS

DATE: 121206

REVISED:

CONTRACT ID: 019284.00

PROJECT(S): AC-BR-1928(400)X

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO                 | ITEM<br>DESCRIPTION                                                    | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|----------------------------|------------------------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|                            |                                                                        |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| SECTION 0001 PROJECT ITEMS |                                                                        |                                  |            |     |            |     |
| 0010                       | 201.23 REMOVING SINGLE<br>TREE TOP ONLY                                | EA 2.000                         |            |     |            |     |
| 0020                       | 201.24 REMOVING STUMP                                                  | EA 2.000                         |            |     |            |     |
| 0030                       | 202.10 REMOVING EXISTING<br>SUPERSTRUCTURE (PROPERTY<br>OF CONTRACTOR) | LUMP                             | LUMP       |     |            |     |
| 0040                       | 202.121 REMOVING<br>EXISTING CONCRETE                                  | LUMP                             | LUMP       |     |            |     |
| 0050                       | 202.15 REMOVING MANHOLE<br>OR CATCH BASIN                              | EA 1.000                         |            |     |            |     |
| 0060                       | 203.20 COMMON EXCAVATION                                               | CY 920.000                       |            |     |            |     |
| 0070                       | 203.25 GRANULAR BORROW                                                 | CY 660.000                       |            |     |            |     |
| 0080                       | 203.61 CONSTRUCT<br>TEMPORARY ACCESS ROAD<br>AND REMOVAL               | LUMP                             | LUMP       |     |            |     |
| 0090                       | 206.082 STRUCTURAL EARTH<br>EXCAVATION - MAJOR<br>STRUCTURES           | CY 1300.000                      |            |     |            |     |
| 0100                       | 304.09 AGGREGATE BASE<br>COURSE - CRUSHED                              | CY 650.000                       |            |     |            |     |

## MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 2

## SCHEDULE OF ITEMS

DATE: 121206

REVISED:

CONTRACT ID: 019284.00

PROJECT(S): AC-BR-1928(400)X

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                  | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                      |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0110       | 304.10 AGGREGATE SUBBASE<br>COURSE - GRAVEL          | CY 640.000                       |            |     |            |     |
| 0120       | 403.207 HOT MIX ASPHALT<br>19.0 MM HMA               | T 350.000                        |            |     |            |     |
| 0130       | 403.208 HOT MIX ASPHALT<br>12.5 MM HMA SURFACE       | T 200.000                        |            |     |            |     |
| 0140       | 403.213 HOT MIX ASPHALT<br>12.5 MM BASE              | T 180.000                        |            |     |            |     |
| 0150       | 409.15 BITUMINOUS TACK<br>COAT - APPLIED             | G 11.000                         |            |     |            |     |
| 0160       | 501.231 DYNAMIC LOADING<br>TEST                      | EA 2.000                         |            |     |            |     |
| 0170       | 501.48 STEEL H-BEAM<br>PILES 74 LBS/FT,<br>DELIVERED | LF 570.000                       |            |     |            |     |
| 0180       | 501.481 STEEL H-BEAM<br>PILES 74 LBS/FT, IN<br>PLACE | LF 570.000                       |            |     |            |     |
| 0190       | 501.90 PILE TIPS                                     | EA 12.000                        |            |     |            |     |
| 0200       | 501.903 PILE TIPS - ROCK<br>INJECTOR POINT           | EA 12.000                        |            |     |            |     |
| 0210       | 501.92 PILE DRIVING<br>EQUIPMENT MOBILIZATION        | LUMP                             | LUMP       |     |            |     |

MAINE DEPARTMENT OF TRANSPORTATION

SCHEDULE OF ITEMS

PAGE: 3  
DATE: 121206  
REVISED:

CONTRACT ID: 019284.00

PROJECT(S): AC-BR-1928(400)X

CONTRACTOR : \_\_\_\_\_

| LINE NO | ITEM DESCRIPTION                                                       | APPROX. QUANTITY AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|---------|------------------------------------------------------------------------|----------------------------|------------|-----|------------|-----|
|         |                                                                        |                            | DOLLARS    | CTS | DOLLARS    | CTS |
| 0220    | 502.21 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS              | 28.000<br>CY               |            |     |            |     |
| 0230    | 502.26 STRUCTURAL CONCRETE ROADWAY AND SIDEWALK SLABS ON STEEL BRIDGES | LUMP                       | LUMP       |     |            |     |
| 0240    | 502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALKS                         | LUMP                       | LUMP       |     |            |     |
| 0250    | 504.702 STRUCTURAL STEEL FABRICATED AND DELIVERED, WELDED              | LUMP                       | LUMP       |     |            |     |
| 0260    | 504.71 STRUCTURAL STEEL ERECTION                                       | LUMP                       | LUMP       |     |            |     |
| 0270    | 505.08 SHEAR CONNECTORS                                                | LUMP                       | LUMP       |     |            |     |
| 0280    | 507.0834 WYOMING STEEL BRIDGE RAILING                                  | LUMP                       | LUMP       |     |            |     |
| 0290    | 508.13 SHEET WATERPROOFING MEMBRANE                                    | LUMP                       | LUMP       |     |            |     |
| 0300    | 512.081 FRENCH DRAINS                                                  | LUMP                       | LUMP       |     |            |     |
| 0310    | 514.06 CURING BOX FOR CONCRETE CYLINDERS                               | 1.000<br>EA                |            |     |            |     |

## MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 4

## SCHEDULE OF ITEMS

DATE: 121206

REVISED:

CONTRACT ID: 019284.00

PROJECT(S): AC-BR-1928(400)X

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                                 | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|---------------------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                                     |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0320       | 515.20 PROTECTIVE<br>COATING FOR CONCRETE<br>SURFACES               | SY 960.000                       |            |     |            |     |
| 0330       | 518.60 REPAIR OF<br>VERTICAL SURFACES < 7.9<br>IN.                  | SF 110.000                       |            |     |            |     |
| 0340       | 518.61 REPAIR OF<br>VERTICAL SURFACES > 7.9<br>IN.                  | CY 1.000                         |            |     |            |     |
| 0350       | 520.232 EXPANSION DEVICE<br>- ASPHALTIC PLUG JOINT                  | LF 68.000                        |            |     |            |     |
| 0360       | 523.52 BEARING<br>INSTALLATION                                      | EA 8.000                         |            |     |            |     |
| 0370       | 523.5401 LAMINATED<br>ELASTOMERIC BEARINGS,<br>FIXED                | EA 4.000                         |            |     |            |     |
| 0380       | 523.5402 LAMINATED<br>ELASTOMERIC BEARINGS,<br>EXPANSION            | EA 4.000                         |            |     |            |     |
| 0390       | 524.301 TEMPORARY<br>STRUCTURAL SUPPORT                             | LUMP                             | LUMP       |     |            |     |
| 0400       | 526.301 TEMPORARY<br>CONCRETE BARRIER TYPE I                        | LUMP                             | LUMP       |     |            |     |
| 0410       | 526.3401 PERMANENT<br>CONCRETE TRANSITION<br>BARRIER - MODIFIED     | EA 4.000                         |            |     |            |     |
| 0420       | 530.30 GLASS FIBER<br>REINFORCING POLYMER<br>FABRICATED & DELIVERED | LF 51000.000                     |            |     |            |     |

## MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 5

## SCHEDULE OF ITEMS

DATE: 121206

REVISED:

CONTRACT ID: 019284.00

PROJECT(S): AC-BR-1928(400)X

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                  | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                      |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0430       | 530.31 GLASS FIBER<br>REINFORCING POLYMER<br>PLACING | 51000.000<br>LF                  |            |     |            |     |
| 0440       | 534.76 PRECAST ABUTMENT                              | LUMP                             | LUMP       |     |            |     |
| 0450       | 534.7601 PRECAST<br>APPROACH SLAB                    | LUMP                             | LUMP       |     |            |     |
| 0460       | 603.179 18 INCH CULVERT<br>PIPE OPTION III           | 30.000<br>LF                     |            |     |            |     |
| 0470       | 603.199 24 INCH CULVERT<br>PIPE OPTION III           | 17.000<br>LF                     |            |     |            |     |
| 0480       | 604.092 CATCH BASIN TYPE<br>B1-C                     | 5.000<br>EA                      |            |     |            |     |
| 0490       | 604.15 MANHOLE                                       | 1.000<br>EA                      |            |     |            |     |
| 0500       | 605.11 12 INCH<br>UNDERDRAIN TYPE C                  | 200.000<br>LF                    |            |     |            |     |
| 0510       | 605.15 24 INCH<br>UNDERDRAIN TYPE C                  | 81.000<br>LF                     |            |     |            |     |
| 0520       | 606.1721 BRIDGE<br>TRANSITION - TYPE 1               | 4.000<br>EA                      |            |     |            |     |
| 0530       | 606.23 GUARDRAIL TYPE 3C<br>- SINGLE RAIL            | 300.000<br>LF                    |            |     |            |     |

## MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 6

## SCHEDULE OF ITEMS

DATE: 121206

REVISED:

CONTRACT ID: 019284.00

PROJECT(S): AC-BR-1928(400)X

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                       | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|-----------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                           |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0540       | 606.231 GUARDRAIL TYPE<br>3C - 15 FOOT RADIUS AND<br>LESS | 19.000<br>LF                     |            |     |            |     |
| 0550       | 606.2602 TERMINAL END -<br>TRAILING END                   | 1.000<br>EA                      |            |     |            |     |
| 0560       | 606.353 REFLECTORIZED<br>FLEXIBLE GUARDRAIL<br>MARKER     | 8.000<br>EA                      |            |     |            |     |
| 0570       | 606.79 GUARDRAIL 350<br>FLARED TERMINAL                   | 3.000<br>EA                      |            |     |            |     |
| 0580       | 609.31 CURB TYPE 3                                        | 240.000<br>LF                    |            |     |            |     |
| 0590       | 610.08 PLAIN RIPRAP                                       | 820.000<br>CY                    |            |     |            |     |
| 0600       | 613.319 EROSION CONTROL<br>BLANKET                        | 560.000<br>SY                    |            |     |            |     |
| 0610       | 615.07 LOAM                                               | 58.000<br>CY                     |            |     |            |     |
| 0620       | 618.1301 SEEDING METHOD<br>NUMBER 1 - PLAN QUANTITY       | 2.500<br>UN                      |            |     |            |     |
| 0630       | 618.1401 SEEDING METHOD<br>NUMBER 2 - PLAN QUANTITY       | 1.500<br>UN                      |            |     |            |     |
| 0640       | 618.1411 SEEDING METHOD<br>NUMBER 3 - PLAN QUANTITY       | 3.000<br>UN                      |            |     |            |     |

## MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 7

## SCHEDULE OF ITEMS

DATE: 121206

REVISED:

CONTRACT ID: 019284.00

PROJECT(S): AC-BR-1928(400)X

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                            | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|----------------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                                |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0650       | 619.1201 MULCH - PLAN<br>QUANTITY                              | UN 6.500                         |            |     |            |     |
| 0660       | 619.1401 EROSION CONTROL<br>MIX                                | CY 51.000                        |            |     |            |     |
| 0670       | 620.58 EROSION CONTROL<br>GEOTEXTILE                           | SY 760.000                       |            |     |            |     |
| 0680       | 621.246 LARGE DECIDUOUS<br>TREES (3 FOOT - 4 FOOT)<br>GROUP A  | EA 15.000                        |            |     |            |     |
| 0690       | 621.248 LARGE DECIDUOUS<br>TREES (5 FOOT - 6 FOOT)<br>GROUP A  | EA 10.000                        |            |     |            |     |
| 0700       | 621.255 LARGE DECIDUOUS<br>TREES (8 FOOT - 10 FOOT)<br>GROUP A | EA 3.000                         |            |     |            |     |
| 0710       | 621.54 DECIDUOUS SHRUBS<br>(18 INCH - 24 INCH)<br>GROUP A      | EA 10.000                        |            |     |            |     |
| 0720       | 627.733 4" WHITE OR<br>YELLOW PAINTED PAVEMENT<br>MARKING LINE | LF 1950.000                      |            |     |            |     |
| 0730       | 627.75 WHITE OR YELLOW<br>PAVEMENT & CURB MARKING              | SF 8.500                         |            |     |            |     |
| 0740       | 629.05 HAND LABOR,<br>STRAIGHT TIME                            | HR 20.000                        |            |     |            |     |
| 0750       | 631.12 ALL PURPOSE<br>EXCAVATOR (INCLUDING<br>OPERATOR)        | HR 20.000                        |            |     |            |     |

## MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 8

## SCHEDULE OF ITEMS

DATE: 121206

REVISED:

CONTRACT ID: 019284.00

PROJECT(S): AC-BR-1928(400)X

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                                                         | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|---------------------------------------------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                                                             |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0760       | 631.171 TRUCK - SMALL<br>(INCLUDING OPERATOR)                                               | 20.000<br>HR                     |            |     |            |     |
| 0770       | 631.172 TRUCK - LARGE<br>(INCLUDING OPERATOR)                                               | 20.000<br>HR                     |            |     |            |     |
| 0780       | 631.22 FRONT END LOADER<br>(INCLUDING OPERATOR)                                             | 20.000<br>HR                     |            |     |            |     |
| 0790       | 635.14 PREFABRICATED<br>CONCRETE MODULAR GRAVITY<br>WALL                                    | 390.000<br>SF                    |            |     |            |     |
| 0800       | 639.19 FIELD OFFICE TYPE<br>B                                                               | 1.000<br>EA                      |            |     |            |     |
| 0810       | 645.106 DEMOUNT<br>REGULATORY, WARNING,<br>CONFIRMATION AND ROUTE<br>MARKER ASSEMBLY SIGN   | 1.000<br>EA                      |            |     |            |     |
| 0820       | 645.116 REINSTALL<br>REGULATORY, WARNING,<br>CONFIRMATION AND ROUTE<br>MARKER ASSEMBLY SIGN | 1.000<br>EA                      |            |     |            |     |
| 0830       | 652.312 TYPE III<br>BARRICADE                                                               | 5.000<br>EA                      |            |     |            |     |
| 0840       | 652.33 DRUM                                                                                 | 50.000<br>EA                     |            |     |            |     |
| 0850       | 652.34 CONE                                                                                 | 50.000<br>EA                     |            |     |            |     |



## MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 9

## SCHEDULE OF ITEMS

DATE: 121206

REVISED:

CONTRACT ID: 019284.00

PROJECT(S): AC-BR-1928(400)X

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                             | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|-----------------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                                 |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0860       | 652.35 CONSTRUCTION<br>SIGNS                                    | SF 630.000                       |            |     |            |     |
| 0870       | 652.361 MAINTENANCE OF<br>TRAFFIC CONTROL DEVICES               | LUMP                             | LUMP       |     |            |     |
| 0880       | 652.38 FLAGGER                                                  | HR 300.000                       |            |     |            |     |
| 0890       | 656.75 TEMPORARY SOIL<br>EROSION AND WATER<br>POLLUTION CONTROL | LUMP                             | LUMP       |     |            |     |
| 0900       | 659.10 MOBILIZATION                                             | LUMP                             | LUMP       |     |            |     |
| 0910       | 827.362 GAS MAIN<br>TRENCHING                                   | LF 320.000                       |            |     |            |     |
| 0920       | 830.10 WATER MAIN BRIDGE<br>CROSSING                            | LUMP                             | LUMP       |     |            |     |
| 0930       | 830.13 SEWER MAIN BRIDGE<br>CROSSING                            | LUMP                             | LUMP       |     |            |     |
| 0940       | 845.10 STRUCTURAL STEEL<br>UTILITY SUPPORT                      | LUMP                             | LUMP       |     |            |     |
|            | SECTION 0001 TOTAL                                              |                                  |            |     |            |     |
|            | TOTAL BID                                                       |                                  |            |     |            |     |

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **019284.00**, for the **Littlefields Bridge Replacement** in the city of **Auburn**, County of **Androscoggin**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **December 1, 2013**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\$\_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 019284.00 Littlefields Bridge Replacement plus other incidental work,** State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David Bernhardt, Commissioner

\_\_\_\_\_  
Witness

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **019284.00**, for the **Littlefields Bridge Replacement** in the city of **Auburn**, County of **Androscoggin**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **December 1, 2013**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\$\_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 019284.00 Littlefields Bridge Replacement plus other incidental work,** State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.



Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David Bernhardt, Commissioner

\_\_\_\_\_  
Witness

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

**(Name of the firm bidding the job)**

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **1224.00**, for the **Hot Mix Asphalt Overlay** in the town/city of **South Nowhere**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **November 15, 2006**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is           (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)            
\$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details, Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN 1234.00 South Nowhere, Hot Mix Asphalt Overlay**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Witness Sign Here)  
Witness

CONTRACTOR  
\_\_\_\_\_  
(Sign Here)  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
(Print Name Here)  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
(Witness)

BOND # \_\_\_\_\_

CONTRACT PERFORMANCE BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **in the State of** \_\_\_\_\_, as principal,  
and.....  
a corporation duly organized under the laws of the State of ..... and having a  
usual place of business .....  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum  
of \_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**,  
to be paid said Treasurer of the State of Maine or his successors in office, for which  
payment well and truly to be made, Principal and Surety bind themselves, their heirs,  
executors and administrators, successors and assigns, jointly and severally by these  
presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly and faithfully performs the Contract, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State  
of Maine.

Signed and sealed this ..... day of ....., 20.... .

WITNESSES:

Signature.....  
Print Name Legibly .....

Signature .....  
Print Name Legibly .....

SURETY ADDRESS:

.....  
.....  
.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....  
Print Name Legibly .....

SURETY:

.....  
Print Name Legibly .....

NAME OF LOCAL AGENCY:

ADDRESS .....  
.....  
.....

BOND # \_\_\_\_\_

CONTRACT PAYMENT BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **in the State of** \_\_\_\_\_, as principal,  
and.....  
a corporation duly organized under the laws of the State of ..... and having a  
usual place of business in .....  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use  
and benefit of claimants as herein below defined, in the sum of  
\_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**  
for the payment whereof Principal and Surety bind themselves, their heirs, executors and  
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly satisfies all claims and demands incurred for all  
labor and material, used or required by him in connection with the work contemplated by  
said Contract, and fully reimburses the obligee for all outlay and expense which the  
obligee may incur in making good any default of said Principal, then this obligation shall  
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a  
Subcontractor of the Principal for labor, material or both, used or reasonably required for  
use in the performance of the contract.

Signed and sealed this ..... day of ....., 20 ... .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly .....

SURETY:

Signature.....

Print Name Legibly .....

SURETY ADDRESS:

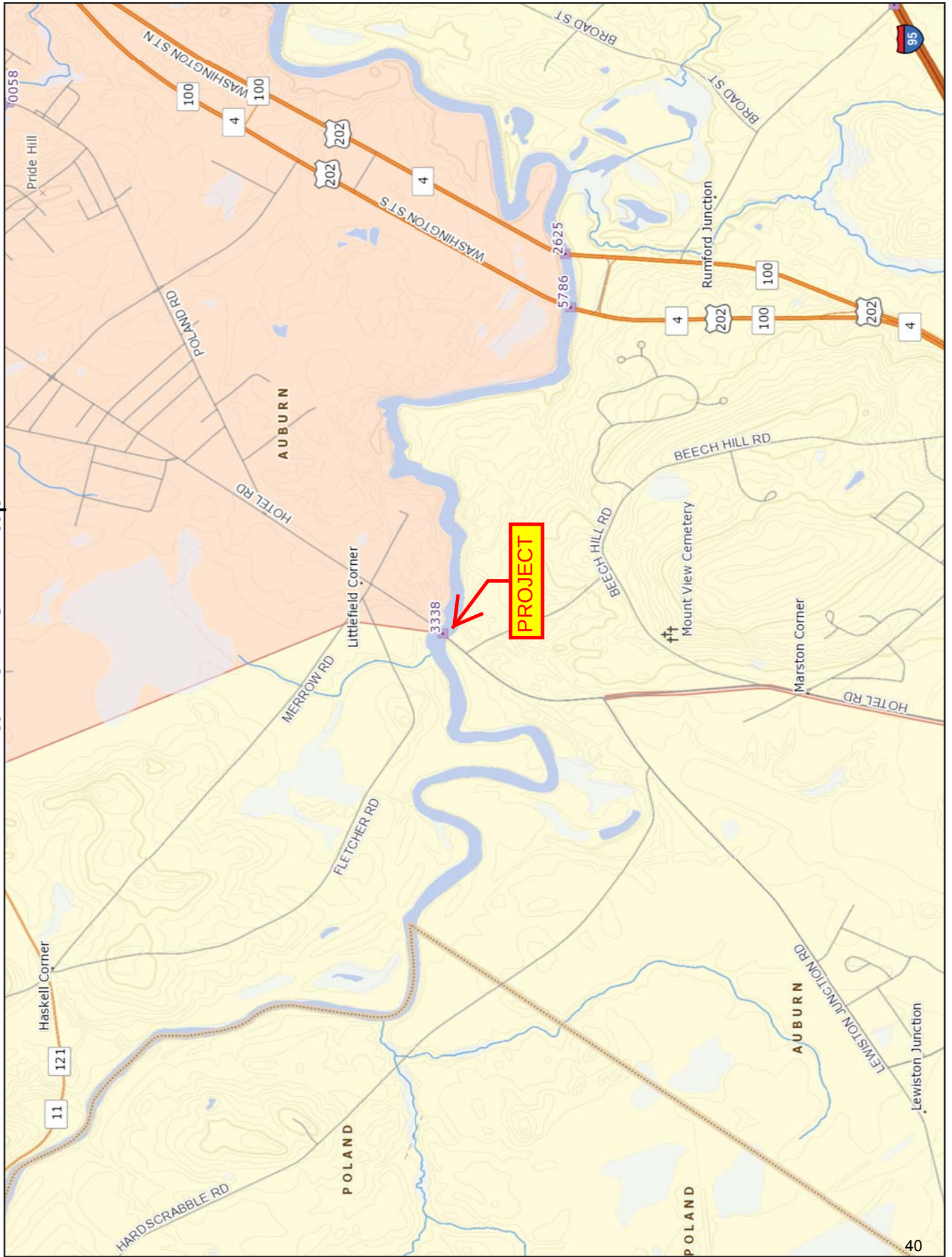
NAME OF LOCAL AGENCY:

..... ADDRESS .....

.....

TELEPHONE .....

# Maine DOT Map





General Decision Number: ME120049 06/15/2012 ME49

Superseded General Decision Number: ME20100060

State: Maine

Construction Type: Highway

County: Androscoggin County in Maine.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/06/2012       |
| 1                   | 06/15/2012       |

\* ENGI0004-006 06/01/2012

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR: |          |         |
| Milling Machine.....      | \$ 25.73 | 23.27   |

\* IRON0007-008 04/02/2012

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| IRONWORKER, REINFORCING..... | \$ 21.62 | 19.72   |

\* SUME2011-044 09/14/2011

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CARPENTER, Includes Form Work.... | \$ 16.99 | 1.95    |
| CEMENT MASON/CONCRETE FINISHER... | \$ 16.94 | 0.00    |
| ELECTRICIAN.....                  | \$ 21.41 | 3.40    |
| INSTALLER - GUARDRAIL.....        | \$ 15.91 | 2.85    |
| IRONWORKER, STRUCTURAL.....       | \$ 18.75 | 4.56    |
| LABORER: Asphalt Raker.....       | \$ 14.75 | 0.42    |
| LABORER: Common or General.....   | \$ 12.58 | 1.27    |
| LABORER: Flagger.....             | \$ 9.06  | 0.00    |

|                                                                |          |      |
|----------------------------------------------------------------|----------|------|
| LABORER: Landscape.....                                        | \$ 15.43 | 2.09 |
| LABORER: Wheelman.....                                         | \$ 18.76 | 4.93 |
| OPERATOR: Backhoe.....                                         | \$ 17.92 | 2.44 |
| OPERATOR: Bobcat/Skid<br>Steer/Skid Loader.....                | \$ 16.98 | 4.65 |
| OPERATOR: Bulldozer.....                                       | \$ 17.09 | 3.71 |
| OPERATOR: Crane.....                                           | \$ 20.08 | 0.00 |
| OPERATOR: Excavator.....                                       | \$ 18.14 | 5.20 |
| OPERATOR: Grader/Blade.....                                    | \$ 27.40 | 8.46 |
| OPERATOR: Loader.....                                          | \$ 17.46 | 5.80 |
| OPERATOR: Mechanic.....                                        | \$ 21.39 | 6.24 |
| OPERATOR: Milling Machine<br>Reclaimer Combo.....              | \$ 24.77 | 8.39 |
| OPERATOR: Paver.....                                           | \$ 17.49 | 4.26 |
| OPERATOR: Roller, Base (Ride<br>Along).....                    | \$ 13.00 | 1.54 |
| OPERATOR: Screed.....                                          | \$ 19.58 | 5.95 |
| OPERATOR: Sweeper.....                                         | \$ 14.08 | 0.00 |
| PILEDRIVERMAN.....                                             | \$ 19.95 | 5.26 |
| TRUCK DRIVER, Includes all<br>axles including Dump Trucks..... | \$ 13.95 | 2.01 |
| TRUCK DRIVER: Lowboy Truck.....                                | \$ 15.15 | 5.62 |

-----

WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination

- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

SPECIAL PROVISION  
SECTION 102.3  
EXAMINATION OF DOCUMENTS, SITE, AND OTHER INFORMATION  
(Geotechnical Information)

Add the following to Section 102.3, Examination of Documents, Site and Other Information:

102.3.1 Geotechnical Information In most cases, Geotechnical Information pertaining to the project has been collected and assembled. Bidders and Contractors are obligated to examine and, if necessary, obtain geotechnical information. If one is available, the project geotechnical report may be accessed at the following web address:

<http://www.maine.gov/mdot/contractors/>

The Department shall not be responsible for the Bidders' and Contractors' interpretations of or estimates or conclusions drawn from the Geotechnical Information. Data provided may not be representative of the subsurface conditions between the boring locations.

This section does not diminish the duties imposed upon parties in Section 102 or in any other sections.

**Town: Auburn**  
**Project: AC-BR-1928(400)X**  
**PIN: 19284.00**  
**Date: November 6, 2012**  
**(Revised 11/16/12)**

**SPECIAL PROVISIONS**  
**SECTION 104**  
**Utilities**

**MEETING**

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications is thereby called for.

**GENERAL INFORMATION**

These Special Provisions outline the arrangements that have been made by the Department for coordination of the work and for utility and/or railroad adjustments as defined in Subsection 104.4.6 and 104.4.8 of the Standard Specifications. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction, unless otherwise provided.

**Overview**

| <b>Utility/Railroad</b>                     | <b>Aerial</b> | <b>Underground</b> | <b>Railroad</b> |
|---------------------------------------------|---------------|--------------------|-----------------|
| <b>Central Maine Power Company</b>          | X             | None               | None            |
| <b>Time Warner Cable</b>                    | X             | None               | None            |
| <b>Fairpoint Communications</b>             | X             | None               | None            |
| <b>Oxford Networks</b>                      | X             | None               | None            |
| <b>Unitil Gas</b>                           | None          | X                  | None            |
| <b>City of Auburn Fire Alarm</b>            | X             | None               | None            |
| <b>Auburn Water District</b>                | None          | X                  | None            |
| <b>Auburn Sewer District</b>                | None          | X                  | None            |
| <b>St. Lawrence &amp; Atlantic Railroad</b> | None          | None               | X               |

Temporary utility adjustments are not contemplated unless herein provided for.

The approximate locations of major items of existing and proposed (permanent and temporary) utility plant are shown on the highway construction plans.

All utility crossings over highways will provide not less than 20 feet vertical clearance over existing ground in cut or over finished grade in fill, during construction of this project.

**Town: Auburn**  
**Project: AC-BR-1928(400)X**  
**PIN: 19284.00**  
**Date: November 6, 2012**  
**(Revised 11/16/12)**

Manholes, valve boxes, service connections, and similar incidental utility plant are to be adjusted in cooperation with work being done by the Contractor.

Unless otherwise provided, utilities will not be required to make underground installations in frozen ground.

Any times and dates mentioned are estimates only and are dependent upon favorable weather, working conditions, and freedom from emergencies. The Contractors shall have no claim against the Department if they are exceeded.

Utility working days are Monday through Friday, conditions permitting. Times are estimated on the basis of a single crew for each utility.

In all cases, the utilities shall be advised well in advance (generally three weeks) before work, dependent upon other work to be done by the Contractor, in any particular area, is to be commenced by them.

Unless otherwise specified, any underground utility facilities shown on the project plans represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data. Underground facilities indicated on the topographic sheets (plan views) have been collected from historical records and/or on-site designations provided by the respective utility companies. Underground facilities indicated on the cross-sections have been carried over from the plan view data and may also include further approximations of the elevations (depths) based upon straight-line interpolation from the nearest manholes, gate valves, or test pits.

All clearing and tree removal which is a part of this contract in areas where utilities are involved must be completed by the Contractor before the utilities can relocate their facilities. The Contractor shall clear and remove all trees to the right-of-way limit on the left.

**AERIAL**  
**Distribution**

**Central Maine Power Company** plans to run their new pole line on the down-stream side of the new bridge. They plan to set new poles, run new conductors, and cut over. Their estimated time is 10 working days for the above work. They then plan to remove old poles and old conductors. Their estimated time is 3 working days. Total estimated time is 14 working days.

**Proposed Pole Locations**

| <u>Station</u> | <u>Offset</u> | <u>Remark</u> |
|----------------|---------------|---------------|
| 108+30 +/-     | 42 Ft. Rt.    |               |
| 110+50 +/-     | 42 Ft. Rt     |               |
| 111+88 +/-     | 30 Ft. Rt     |               |

**Town: Auburn**  
**Project: AC-BR-1928(400)X**  
**PIN: 19284.00**  
**Date: November 6, 2012**  
**(Revised 11/16/12)**

There may be two other poles to be relocated.

| <u>Station</u> | <u>Existing Pole Location</u> |                |
|----------------|-------------------------------|----------------|
|                | <u>Offset</u>                 | <u>Remarks</u> |
| 107+54+/-      | 26 Ft. Lt.                    |                |
| 111+27+/-      | 27 Ft. Lt.                    | Service Pole   |

**Central Maine Power Company** wants to meet with the contractor on these two existing poles.

**City of Auburn Fire Alarm** plans to transfer their cable to the new poles; their estimated time is 1 working day.

**Time Warner Cable** plans to transfer their existing cables to the new poles; their estimated time is 2 working days.

**Oxford Networks** plan to transfer their existing cable to the new poles; their estimated time is 2 working days.

**Fairpoint Communications** plans to transfer their existing cables to the new poles; their estimated time is 15 working days.

Total estimated time for aerial work is 34 working days.

#### **Sequence of Their Aerial Work**

**Central Maine Power Company:** Set new poles, then transfer existing conductors to new poles.

**Auburn Fire Alarm:** Transfer cable to new poles.

**Time Warner Cable:** Transfer cable to new poles.

**Oxford Networks:** Transfer cable to new poles.

**Fairpoint Communications:** Transfer cable to new poles.

**Central Maine Power Company:** Remove old poles.

#### **UNDERGROUND**

**Auburn Water District** plans to include a portion of their work in the Department's contract. This would be for the installation of a 16 inch ductile iron water main from 5



**Town: Auburn**  
**Project: AC-BR-1928(400)X**  
**PIN: 19284.00**  
**Date: November 6, 2012**  
**(Revised 11/16/12)**

feet outside the new approach slabs, on both approaches. This also includes the hangars and sleeves.

**Auburn Sewer District** plans to include a portion of their work in the Department's contract. This would be for the installation of a 20 inch gravity sanitary HDPE sewer main from 5 feet outside the new approach slabs, on both approaches. This also includes the hangars and sleeves.

**Unitil Corp.** plans to include a portion of their work in the Department's contract. This would be for the installation of the approach sleeves through both abutments and under the approach slabs, also the installation of the hangars and new gas pipe on the bridge. Also, the contractor is going to dig the trench in the approaches for the gas main.

### **CONTRACTOR**

**Auburn Water District** is to do the approach work outside the approach slabs with their own crews including tie-ins. Their estimated time is 2 working days.

**Auburn Sewer District** is to do the approach work outside the approach slabs with their own crews including tie-ins. Their estimated time is 2 working days.

**Unitil Corp.** plans to have their gas main welded by their own crew for both the bridge and the approaches. The contractor would install the new gas main on the bridge and assist the gas company on the approaches. Their estimated time is 10 working days for the above work.

The utilities shall be allowed a minimum of ten weeks from the date of the pre-construction utility meeting to do their work to clear the area for construction. This means that the contractor cannot do any work except for the advance warning signs, clearing and tree removal, unless other arrangements have been made with utilities. Contractor, **Central Maine Power Company** may need assistance in the form of access to the new pole location and/or cuts or fills prior to their starting to set poles. It is the responsibility of the contractor along with the utility representative and the Department's resident to layout all of the proposed utility facilities (including aerial and underground) in the field prior to the start of the construction.

The **Auburn Water & Sewer District** has yet to grant **Central Maine Power Company** an easement on their property for a guy and anchor. (Without this easement **Central Maine Power Company** shall not be able to relocate their existing pole line to its new location).

If there is a conflict between the above utilities' and the specifications and plans, and the Department's specifications and plans, the most stringent shall govern.

**Town: Auburn**  
**Project: AC-BR-1928(400)X**  
**PIN: 19284.00**  
**Date: November 6, 2012**  
**(Revised 11/16/12)**

**RAILROAD**

**St. Lawrence & Atlantic Railroad** is going to have a flagger with any work within 150 feet of their tracks. This work would be for the installation of guardrail and pavement. The Railroad plans to install a new railroad with gates and cantilever. This work may be done prior to the bridge contractor starting work. This signal structure is going to be around 106+50 +/- Left in back of the guardrail. The Contractor shall be required to hand dig the guardrail post in the area of the signal conduit.

The Railroad has requested that there be no storage of material or parking within 25 feet of their tracks.

For more information please see the Protection of Railroad Traffic and Structures Special Provisions.

**UTILITY SPECIFIC ISSUES**

Any tree removal or tree trimming required within ten feet of the electrical conductors must be done by a qualified contractor. A list of tree removal contractors qualified to remove trees or limbs within ten feet of the electrical conductors may be obtained from the power company.

CC: Nate Benoit, Project Manager

Special Provision 104  
Auburn – Littlefields Bridge  
Hotel Road over the  
Little Androscoggin River  
WIN 19284.00  
November 19, 2012

SPECIAL PROVISION  
SECTION 104  
GENERAL RIGHTS AND RESPONSIBILITIES  
(Progress Meetings)

Add the following to Section 104.4.3, Progress Meetings:

In addition to the requirements listed above, Progress Meetings shall be held at regular intervals, but at least weekly, during all phases of the project that include either partial or full roadway closures.

SPECIAL PROVISION  
SECTION 104  
GENERAL RIGHTS AND RESPONSIBILITIES  
(Electronic Payroll Submission)  
(Payment Tracking)

104.3.8.1 Electronic Payroll Submission The prime contractor and all subcontractors and lower-tier subcontractors will submit their certified payrolls electronically on this contract utilizing the Elation System web based reporting. There is no charge to the contracting community for the use of this service. The submission of paper payrolls will not be allowed or accepted. Additional information can be found at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php> under the first "Notice".

104.3.8.2 Payment Tracking The prime contractor and all subcontractors and lower-tier subcontractors will track and confirm the delivery and receipt of all payments through the Elation System

SPECIAL PROVISION  
SECTION 104.5.5  
GENERAL RIGHTS AND RESPONSIBILITIES  
Prompt Payment of Subcontractors

104.5.5

104.5.5 Prompt Payment of Subcontractors

A. Pay When Paid The Contractor shall pay Subcontractors for all Work satisfactorily performed and Invoiced by the Subcontractor no later than 30 Days from the date the Contractor receives payment from the Department for such Subcontractor's Work.

B. Payment Tracking Federal Projects On federally funded projects, the prime contractor, subcontractors and lower-tier subcontractors will track and confirm the delivery and receipt of all payments through the Elation System. They will be responsible for entering all payments to all sub and lower tier contractors. MaineDOT will run a query monthly to ensure that contractors are complying and generate an e-mail to contractors who have not responded to confirm receipt of MaineDOT payment or contractor payment to lower tier subcontractors.

C. Retainage The Contractor shall return to the Subcontractor all retainage withheld from the Subcontractor within 30 Days after the date the Subcontractor's Work is satisfactorily completed. If there is a Delay in such return of retainage, the Subcontractor may pursue all rights it may have under the claims procedure referenced in Section 104.5.6 - Subcontractor Claims for Payment.

Town: Auburn  
PIN #: 19284.00  
Date: November 19, 2012

SPECIAL PROVISION  
SECTION 105  
General Scope of Work  
(FAA Permit)

The Contractor shall obtain an FAA permit for this project and provide documentation to the Resident prior to erecting a crane or other obstruction that may interfere with navigable airspace.

SPECIAL PROVISION  
SECTION 105  
GENERAL SCOPE OF WORK  
(Buy America Certification)

105.11 Federal Requirements Add the following as the third and subsequent paragraphs:

“Prior to payment by the Department, the Contractor shall provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the iron or steel product or component was produced entirely within the United States, or (2) a statement that the iron or steel product or component was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value).

All manufacturing processes must take place domestically. Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical content, the physical size and shape, or the final finish is considered a manufacturing process. These processes include rolling, extruding, machining, bending, grinding, drilling, and coating. “Coating” includes epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the material.

A Buy America Certification is required from each manufacturer, fabricator, supplier, subcontractor, etc. that meets the “manufacturing” definition above.

Buy America does not apply to raw materials (iron ore and alloys), scrap, pig iron, or processed, pelletized, and reduced iron ore.”

**SPECIAL PROVISION 105**  
**GENERAL SCOPE OF WORK**  
**Equal Opportunity and Civil Rights**  
**(Disadvantaged Business Enterprises Program)**

105.10.1.1 Disadvantaged Business Enterprises Program The Maine Department of Transportation (MaineDOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the United States Department of Transportation (USDOT), 49 CFR Part 26. The MaineDOT receives federal financial assistance from USDOT, and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26. The MaineDOT is responsible for determining the eligibility of and certifying DBE firms in Maine.

A DBE is defined as a for-profit business that is owned and controlled by one or more socially and economically disadvantaged person(s). For the purpose of this definition:

1. "Socially and economically disadvantaged person" means an individual who is a citizen or lawful permanent resident of the United States and who is Black, Hispanic, Native American, Asian, Female; or a member of another group or an individual found to be disadvantaged by the Small Business Administration pursuant to Section 3 of the Small Business Act.
2. "Owned and controlled" means a business which is:
  - a. A sole proprietorship legitimately owned and controlled by an individual who is a disadvantaged person.
  - b. A partnership or limited liability company in which at least 51% of the beneficial ownership interests legitimately are held by a disadvantaged person(s).
  - c. A corporation or other entity in which at least 51% of the voting interest and 51% of the beneficial ownership interests legitimately are held by a disadvantaged person(s).

The disadvantaged group owner(s) or stockholder(s) must possess control over management, interest in capital, and interest in earnings commensurate with the percentage of ownership. If the disadvantaged group ownership interests are real, substantial and continuing and not created solely to meet the requirements of this program, a firm is considered a bona fide DBE.

105.10.1.2 Commercially Useful Function MaineDOT will count expenditures of a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Credit will only be given when the DBE meets all conditions for a CUF. Credit for labor will be in accordance with the responsibilities outlined in the contract. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, MaineDOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing and DBE credit claimed for its performance of the work, and other relevant factors.



Rented equipment used by the DBE must not be rented from the Prime Contractor on a job that the DBE is subcontracted with that Prime Contractor for regular course of business.

A current listing of certified DBEs that may wish to participate in the highway construction program and the scope of work for which they are certified can be found at <http://www.maine.gov/mdot/disadvantaged-business-enterprises/pdf/directory.pdf>. Credit will be given for the value described by a DBE performing as:

- A. A prime contractor; 100% of actual value of work performed by own workforces.
- B. An approved subcontractor; 100% of work performed by own workforces.
- C. An owner-operator of construction equipment; 100% of expenditures committed.
- D. A manufacturer; 100% of expenditures committed. The manufacturer must be a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor. Brokers and packagers shall not be regarded as manufacturers.
- E. A regular dealer; 60% of expenditures committed. A regular dealer is defined as a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public. For purposes of this provision a "Broker" is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party. Brokers and packagers shall not be regarded as regular dealers.
- F. A bona fide service provider; 100% of reasonable fees or commissions. Eligible services include professional, technical, consultant, or managerial, services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract. Eligible services also include agencies providing bonding and insurance specifically required for the performance of the contract.
- G. A trucking, hauling or delivery operation. 100% of expenditures committed when trucks are owned, operated, licensed and insured by the DBE and used on the contract and, if applicable, includes the cost of the self supplied materials and supplies. 100% of expenditures committed when the DBE leases trucks from another DBE firm including an owner-operator. 100% of reasonable fees or commissions the DBE receives as a result of a lease arrangement for trucks from a non-DBE, including an owner-operator.
- H. Any combination of the above.

105.10.1.3 Race-neutral Goals The Maine DOT is required to set an annual goal (approved on a three year basis) for DBE participation in Federal-aid projects. In order to fulfill that goal, bidders are encouraged to utilize DBE businesses certified by the MaineDOT. MaineDOT seeks to meet the established DBE goal solely through race-neutral means. *Race-neutral* DBE participation occurs when a DBE is awarded a prime contract through customary competitive procurement procedures, is awarded a subcontract on a contract that does not carry a DBE contract goal, or wins a subcontract from a prime contractor that did not consider its DBE status in making the award. A DBE/subcontractor Utilization Proposed Form is required to be included in bid documents.

MaineDOT will analyze each project and create a Project Availability Target (PAT), based on a number of factors including project scope, available DBE firms, firms certified in particular project work, etc. Each bid will request that the contractor attempt to meet the PAT. This PAT is developed to assist contractors to better understand what the MaineDOT expectations are for a

specific project. The PAT is NOT a mandate but an assessment of what this particular project can bear for DBE participation. The Department anticipates that each contractor will make the best effort to reach or exceed this PAT for the project.

105.10.1.4 Race-conscious Project Goals If it is determined by the Department that the annual DBE goal will not be met through *race-neutral* means, the Department may implement *race-conscious contract goals* on some projects. Race-conscious contract goals are goals that are enforceable by the Department and require that the prime contractor use good faith effort to achieve the goal set by the Department for that particular project. If race conscious means are implemented on a project, the Prime must comply with the requirements of 49 CFR.

At the time of the bid opening, all Bidders shall submit with their bid a Disadvantaged Business Enterprise (DBE) Commitment Form provided by the Department. This form will list the DBE and non-DBE firms that are proposed to be used during the execution of the Work. The list shall show the name of the firm, the item/material/type of work involved and the dollar amount of work to be performed. The dollar total of each commitment shall be totaled and a percentage determined.

If the project goal is not met, acceptable documentation showing all good faith efforts made to obtain participation may be required in order to award the project. Failure to provide the required listing with the dollar participation total or acceptable documentation of good faith efforts to obtain DBE participation within 3 days after the bid opening date will be considered a lack of responsiveness on the part of the low bidder. Rejection of the low bid under these circumstances will require the low bidder to surrender the Proposal Guaranty to the Department. The submission and approval of the above forms does not constitute a formal subcontract.

If for any reason during the progress of the Work the Contractor finds that DBEs included on the list are unable to perform the proposed work, the Contractor, with written release by the committed DBE or approval of the Department, may substitute other DBE firms for those named on the list. If the Contractor is able to clearly document their inability to find qualified substitute firms to meet the project goal, the Contractor may request in writing approval to substitute the DBE with a non-DBE firm. If at any time during the life of the Contract it is determined that the Contractor is not fulfilling the goal or commitment(s) and is not making a good faith effort to fulfill the DBE requirement, the Department may withhold progress payments. If good faith effort is determined by the Department, failure to meet the DBE contract goal will not be a detriment to the bid award. Fulfillment of the goal percentage shall be determined by dividing the dollars committed to the DBEs by the actual contract dollars. These requirements are in addition to all other Equal Employment Opportunity requirements on Federal-aid contracts.

105.10.1.5 Certification of DBE attainment on Contracts The MaineDOT must certify that it has conducted post-award monitoring of all contracts to ensure that DBEs had done the work for which credit was claimed. The certification is for the purpose of ensuring accountability for monitoring which the regulation already requires. The MaineDOT will certify these contracts through review of CUF forms, Elations sub-contract payment tracking as well as occasional on-site reviews of projects and through the project's final closeout documentation provided by our Contracts Section.

105.10.1.6 Bidders' List Survey Pursuant to 49 CFR 26.11 the MaineDOT is required to "create and maintain" a bidders list and gather bidder information on our construction/consultant projects, Contractors will maintain information on all subcontract bids submitted by DBE and Non-DBE firms and provide that information to the Department. The Following information is required:

Firm Name

Firm Address

Firm status (DBE or non-DBE)

Age of firm (years)

And the annual gross receipts amount as indicated by defined brackets, i.e. \$500,000 to \$800,000, rather than requesting exact figures.

Not only is this information critical in determining the availability of DBE businesses relative to other businesses that do similar work, but the Federal Highway Administration requires that we obtain this information.

MaineDOT DBE Project Attainment Target (PAT)  
for this Project is .04 %

The MaineDOT seeks to meet the specified annual Disadvantaged Business Enterprise (DBE) usage goal set out by 49 CFR 26.45 through the efforts of contractors seeking to employ qualified DBE subcontractors. We seek to meet this goal by race neutral means and do not, at this time, use contract specific requirements for each project. We do however, understand the capacity of Maine's DBE community and the unique characteristics a project may have that would differ from the broad annual goal.

Taking this into consideration, the MaineDOT will review each project and develop an anticipated attainment or Project Attainment Target (PAT) based on several factors that are project specific. Those factors include:

- ☐ Scope of Work
- ☐ DBE availability according to Specification Item
- ☐ Geographic location
- ☐ DBE capacity

This PAT is developed to assist contractors to better understand the DBE participation that the MaineDOT can reasonably expect for a specific project. The PAT is NOT a mandate but an assessment of the DBE opportunities that this project could meet or exceed. MaineDOT anticipates that each contractor will make the best effort to reach or exceed the PAT for this project.

SPECIAL PROVISION  
SECTION 105  
General Scope of Work  
(Environmental Requirements)

In-Water work consists of any activity conducted below the normal high water mark of a river, stream, brook, lake, pond or “Coastal Wetland” areas that are subject to tidal action during the highest tide level for the year which an activity is proposed as identified in the tide tables published by the National Ocean Service.

<http://www.oceanservice.noaa.gov/> For the full definition of “Coastal Wetlands”, please refer to 38 MRSA 480-B(2)

- I. In-Water Work shall be allowed between the dates of July 15 and September 30
- II. In-water work shall be prohibited between the dates of October 1 and July 14 except that pile driving shall be allowed between the dates March 1 and March 30

II. In-Water work window applies to the following water bodies at the following station #'s:

1. Little Androscoggin River at approximately Station 109+00 to Station 110+00

III. Special Conditions:

1. Special Conditions of Army Corps of Engineers (ACOE) Category II permit apply.
2. Conditions of DEP Permit-By-Rule Section 11 apply.

IV. Approvals:

1. Temporary Soil Erosion and Water Pollution Control Plan
2. Permitted stream impacts (RUS): 2,597 square feet (permanent); 20 square feet (temporary). See ACOE permit for locations.
3. Permitted wetland impacts (PEM): 139 square feet. See ACOE permit for locations.

V. All activities are prohibited (including placement and removal of cofferdams unless otherwise permitted by Regulatory Agencies) below the normal high water mark if outside the prescribed in-water work window, except for the following:

1. Work within a cofferdam constructed according to MaineDOT's Standard Specifications and in adherence with the contractors approved “Soil Erosion and Water Pollution Control Plan”.

VI. No work is allowed that completely blocks a river, stream, or brook without providing downstream flow.

NOTE: Regulatory Review and Approval is required to modify the existing In-Water work window. Requests for work window extensions must be submitted to the MaineDOT Environmental Office. Approval of requests for work window extensions is not guaranteed and may result in delays in construction schedule that are the sole responsibility of the contractor.

**SPECIAL PROVISION  
SECTION 105.9  
HISTORIC RESOURCES**

Standard Specification 105.9 of the State of Maine Standard Specifications (Revision of December 2002) is deleted and replaced by this Special Provision.

The MaineDOT has conducted consultation in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. 470f), the Regulation (36 CFR Part 800), and the 2004 Section 106 Maine Programmatic Agreement.

The following requirements are project specific:

- *The properties at station 109+00- 110+00 Right, Portland-Lewiston Interurban line Bridge and Canadian Pacific Railroad Bridge are National Register Eligible. The undertaking depicted on the contract plans was determined to have no adverse effect on the historic integrity of the property. Any deviations from plans in the vicinity of this property must be reviewed by the MaineDOT Project Manager and Historic Coordinator prior to approval of change.*
- *The following measures will be included in the contract documents in order to ensure the historic properties will not be adversely affected:*
  - *Detailed site grading plan showing existing and proposed contours to ensure construction staff has sufficient information for the proposed slope impacts, including at the Trolley Bridge abutments. Proposed grading plans are not typically included on bridge contract plans, but this extra measure was deemed appropriate for this project.*
  - *Bridge removal details have been included in the contract plans to clearly delineate the proposed partial demolition of the existing truss bridge abutments. These plans also include call-outs indicating that the existing Trolley Bridge abutments shall not be disturbed or altered during construction.*

The following requirements are general requirements for all projects:

- *Changes to the project during construction must be approved by the Project Manager. These changes could have adverse effects to Historic Resources, as well as jeopardize federal funding.*
- *If the Contractor or any subcontractor discovers any object of potential historic archaeological or other historic interest, all work that could disturb the object will immediately cease and will not resume until investigation of the object and related deposits have been completed, and if necessary recovered. The Contractor will notify the MaineDOT immediately. (The first indications of deposits may be burial grounds or campsites of Native Americans that reveal the bones of the dead and implements. Also the exposure of marine fossils or shells found mainly in clay deposits, as well as, exposure of dumps in landfill areas, abandoned campfire sites, and building foundations.)*

**SPECIAL PROVISION  
SECTION 105.9  
HISTORIC RESOURCES**

- *Any delay of the Contractor's operations resulting from the above will be analyzed in accordance with MaineDOT Standard Specification Section 109.5 – Adjustment for Delay, except that in no event will such delay be a compensable delay.*
- *The Contractor is notified of a Maine Statute, 27 MRSA §371, which states that artifacts, specimens, and material, which are public property by virtue of having been found on, in, or beneath State controlled lands, and places ownership of the same in the State of Maine.*

SPECIAL PROVISION  
SECTION 105  
LEGAL RELATIONS WITH AND RESPONSIBILITY TO PUBLIC  
(NPDES)

105.8.2 Permit Requirements This Section is revised by the addition of the following paragraph:

”The Contractor is advised that the Environmental Protection Agency has issued a final National Pollutant Discharge Elimination System (NPDES) General Permit for storm water discharges from construction sites disturbing more than 2 ha [5 acres]. This permit requires:

- Storm Water Pollution Prevention Plan
- Submission of a Notification of Intent (NOI) at least 48 hours before construction commences
- Submission of a Notification of Termination (NOT) when a site has been finally stabilized and all storm water discharges from construction activities are eliminated.

If the project’s land disturbances is 2 ha [5 acres] or more, the Department will prepare the plan and submit the NOI (and NOT). The Contractor shall prepare plans and submit NOI’s (and NOT’s) for regulated construction activities beyond the project limits (e.g., borrow pits).

The Contractor shall be familiar with and comply with these regulations.”



**SPECIAL PROVISION 105**  
**OVERLIMIT PERMITS**

**Title 29-A § 2382 MRSA Overlimit Movement Permits.**

**1. Overlimit movement permits issued by State.** The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move nondivisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation

**2. Permit fee.** The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for single trip permits, at not less than \$6, nor more than \$30, based on weight, height, length and width. The Secretary of State may, by rule, implement fees that have been set by the Commissioner of Transportation for multiple trip, long-term overweight movement permits. Rules established pursuant to this section are routine technical rules pursuant to Title 5, chapter 375, subchapter II-A.

**3. County and municipal permits.** A county commissioner or municipal officer may grant a permit, for a reasonable fee, for travel over a way or bridge maintained by that county or municipality

**4. Permits for weight.** A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.

**5. Special mobile equipment.** The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.

**6. Scope of permit.** A permit is limited to the particular vehicle or object to be moved, the trailer or semitrailer hauling the overlimit object and particular ways and bridges.

**7. Construction permits.** A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:

A. Must be procured from the municipal officers for a construction area within that municipality;

B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:

(1) Withholding by the agency contracting the work of final payment under contract; or

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section.

**8. Gross vehicle weight permits.** The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;

B. Municipal officers, for all other ways and bridges within that city and compact village limits; and

C. The county commissioners, for county roads and bridges located in unorganized territory.

**9. Pilot vehicles.** The following restrictions apply to pilot vehicles.

A. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

B. Warning lights may be operated and lettering on the signs may be visible on a pilot vehicle only while it is escorting a vehicle with a permit on a public way.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation of pilot vehicles.

**9-A. Police escort.** A person may not operate a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width on a public way unless the vehicle or combination of vehicles is accompanied by a police escort. The Secretary of State, with the advice of the Commissioner of Transportation, may require a police escort for vehicles of lesser dimensions.

A. The Bureau of State Police shall establish a fee for state police escorts to defray the costs of providing a police escort. A county sheriff or municipal police department may establish a fee to defray the costs of providing police escorts.

B. The Bureau of State Police shall provide a police escort if a request is made by a permittee. A county sheriff or municipal police department may refuse a permittee's request for a police escort.

C. A vehicle or combination of vehicles for which a police escort is required must be accompanied by a state police escort when operating on the interstate highway system.

**10. Taxes paid.** A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes. A municipality may waive the requirement that those taxes be paid before the issuance of a permit if the mobile home is to be moved from one location in the municipality to another location in the same municipality for purposes not related to the sale of the mobile home.

**11. Violation.** A person who moves an object over the public way in violation of this section commits a traffic infraction.

Section History:

PL 1993, Ch. 683, §A2 (NEW).

PL 1993, Ch. 683, §B5 (AFF).

PL 1997, Ch. 144, §1,2 (AMD).

PL 1999, Ch. 117, §2 (AMD).

PL 1999, Ch. 125, §1 (AMD).

PL 1999, Ch. 580, §13 (AMD).

PL 2001, Ch. 671, §30 (AMD).

PL 2003, Ch. 166, §13 (AMD).

PL 2003, Ch. 452, §Q73,74 (AMD).

PL 2003, Ch. 452, §X2 (AFF).

**SPECIAL PROVISION 105**  
**CONSTRUCTION AREA**

A Construction Area located in the **City of Auburn** has been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

- (a) The section of highway under construction in the city of Auburn, Androscoggin County on Hotel road over the Little Androscoggin River.
- (b) (Hotel Road) over Little Androscoggin river station 106+70.00 to station 112+25.00 of the construction plus approaches.

Per 29-A § 2382 (7) MRSA, the MDOT may “*issue permits for stated periods of time for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:*

*A. Must be procured from the municipal officers for a construction area within that municipality;*

*B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:*

*(1) Withholding by the agency contracting the work of final payment under contract; or*

*(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.*

*The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;*

*C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and*

*D. For construction areas, carries no fee and does not come within the scope of this section.”*

The Municipal Officers for the **City of Auburn** agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the “Construction Area”.

As noted above, a bond may be required by the municipality, the exact amount of said bond to be determined prior to use of any municipal way. The MDOT will assist in determining the bond amount if requested by the municipality.

The maximum speed limits for trucks on any town way will be 25 mph (40 km per hour) unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

SPECIAL PROVISION  
SECTION 106  
QUALITY  
(Quality Level Analysis- Structural Concrete)

106.7.1 Standard Deviation Method Under H. Replace the Method A payfactor with the following;

“Method A:  $PF = [32.5 + (\text{Quality Level} * 0.75)] * 0.01$ ”

Auburn  
Littlefields Bridge  
WIN 019284.00  
December 6, 2012

SPECIAL PROVISION  
SECTION 107  
PROSECUTION AND PROGRESS  
(Contract Time)

The specified contract completion date is Dec 1, 2013.

**SPECIAL PROVISION**  
**SECTION 107**  
**(Incentive/Disincentive, Supplemental Liquidated Damages, Contract Time)**

**SUPPLEMENTAL DEFINITIONS**

Phase #1 This phase of the project begins when two, 11 foot wide travel lanes are not open to traffic.

Phase #1 will be considered complete when: the existing bridge is removed as shown on the Plans; the new pile supported abutments and wingwalls are installed; the new bridge superstructure is moved into its' final position resting solely on the new abutments; the bridge rail and transition barriers are installed; and the work site is clear and available for use by the utility companies, with access unimpeded by the Contractor or its subcontractors.

Phase #2 This phase of the project begins at the completion of Phase #1 as defined above, and continues until the third-party utility relocations are complete (including utility acceptance testing), and as determined by the Resident.

Phase #3 This phase of the project begins at the completion of Phase #2 and continues until the point at which two, 11 foot wide travel lanes are open to traffic on permanent base pavement. The Resident shall be the sole authority in determining when Phase #3 is complete.

No-Excuse Award Bonus A financial incentive provision tied to accelerated completion of construction activities, construction phases or major milestones, within a pre-determined time period, where the Contractor assumes all risks for completion and waives any right to claim.

**INCENTIVE/DISINCENTIVE FOR EARLY OR LATE COMPLETION**

Work Time Periods. The duration of the Phase #1 portion of the Work shall not exceed a total of seventeen (17) Days. This phase shall be divided into a maximum of two stages; one for driving of piles, and one for the remaining work for this phase.

The duration of the Phase #3 portion of the Work shall not exceed three (3) consecutive Days.

Early Completion Incentives. The Contractor will be paid a \$7,500 incentive for each complete Day that Phase #1 is completed early. In addition, the Contractor will be

paid a single No-Excuse Award Bonus of \$40,000 if Phase #2 and Phase #3 are completed within fourteen (14) consecutive Days or less.

Late Completion Disincentives. The Contractor will be assessed a \$7,500 disincentive for each Day or portion of a Day that Phase #1 is completed after the allowed seventeen (17) Day duration. In addition, the Contractor will be assessed a \$7,500 disincentive for each Day or portion of a Day that Phase #3 is completed after the allowed three (3) Day duration. These disincentives will be deducted from any monies due or to become due to the Contractor.

Maximum Total Contract Incentives. The maximum combined monetary incentive, including any No-Excuse Award Bonus is capped at \$100,000 for this contract. There is no upper limit to the dollar amount of the disincentive assessments.

Sunday Work. Sunday work will be allowed between the start of Phase #1 and up to the completion of Phase #3.

Phase 1 Begin Date. Phase 1 shall not begin prior to June 16, 2013 to limit the impact on school bus routes. The Contractor will be able to drive piles for the proposed abutments and wingwalls prior to this date if the work is coordinated when school is not in session. Each Day or portion of a Day that two 11 foot wide travel lanes are not open to traffic for pile driving, will be counted against the allowed seventeen (17) Day duration for Phase #1



Special Provision 107  
Auburn – Littlefields Bridge  
Hotel Road over the  
Little Androscoggin River  
WIN 19284.00  
November 19, 2012

SPECIAL PROVISION  
SECTION 107  
TIME  
(Schedule of Work Required)

Add the following to Section 107.4.2, Schedule of Work Required:

**CPM Schedule for Roadway Closure Period:** In addition to the requirements listed above, the Contractor shall prepare separate and detailed CPM schedules for all phases of the project that include either partial or full roadway closures. See the Special Provision amending Subsection 107 for additional details on Incentives/Disincentives for early/late completion of the work.

These additional detailed CPM schedules shall show all major construction activities, project phasing, controlling activities, project required milestones, and shall show all activity durations in hourly increments.

SPECIAL PROVISION

SECTION 107

TIME

(Scheduling of Work – Projected Payment Schedule)

Description The Contractor shall also provide the Department with a Quarterly Projected Payment Schedule that estimates the value of the Work as scheduled, including requests for payment of Delivered Materials. The Projected Payment Schedule must be in accordance with the Contractor's Schedule of Work and prices submitted by the Contractor's Bid. The Contractor shall submit the Projected Payment Schedule as a condition of Award.

**SPECIAL PROVISION**

**SECTION 107**

**TIME**

(Supplemental Liquidated Damages for Fabrication Time)

Append Section 107.8 with the following:

**107.8.1 Fabrication Time**

The Department has budgeted for the following amounts of continuous fabrication/shop inspection for certain Work components:

| <u>Element</u>                          | <u>Time</u>      | <u>Supplemental LD</u> |
|-----------------------------------------|------------------|------------------------|
| 1) Structural Steel Fabrication         | 50 calendar days | \$650 per calendar day |
| 2) Precast Abutments and Approach Slabs | 35 calendar days | \$650 per calendar day |

The Contractor is responsible for requiring their fabricators, manufacturers, and/or suppliers to produce these products for the Work continuously until finished, including any needed actions to correct unacceptable workmanship or materials. If the Department determines that shop inspection beyond these times is required, then the corresponding Supplemental Liquidated Damages will be deducted as they occur from amounts otherwise due the Contractor. The Contractor will be notified by the Department when these times begin and when the allotted time will expire.

If a fabricator or supplier works more than one shift per day and the Department determines that inspection is required for each shift, each shift will count as a calendar day and the LD rate will be the noted amount per shift per calendar day in lieu of per calendar day.

Inspection is required for the following activities:

For metal fabrication work - welding, including tack welding, heat correcting, non-destructive examination, assembly verification, galvanizing, and painting (see also Special Provision 506).

For concrete work - tensioning of strands, batching and casting of concrete, breaking of test cylinders, de-tensioning.

SPECIAL PROVISION  
SECTION 108  
PAYMENT  
(Asphalt Escalator)

108.4.1 Price Adjustment for Hot Mix Asphalt: For all contracts with hot mix asphalt in excess of 500 tons total, a price adjustment for performance graded binder will be made for the following pay items:

- Item 403.102 Hot Mix Asphalt – Special Areas
- Item 403.206 Hot Mix Asphalt - 25 mm
- Item 403.207 Hot Mix Asphalt - 19 mm
- Item 403.2071 Hot Mix Asphalt - 19 mm (Polymer Modified)
- Item 403.2072 Hot Mix Asphalt - 19 mm (Asphalt Rich Base)
- Item 403.2073 Warm Mix Asphalt - 19 mm
- Item 403.208 Hot Mix Asphalt - 12.5 mm
- Item 403.2081 Hot Mix Asphalt - 12.5 mm (Polymer Modified)
- Item 403.20813 Warm Mix Asphalt - 12.5 mm (Polymer Modified)
- Item 403.2083 Warm Mix Asphalt - 12.5 mm
- Item 403.209 Hot Mix Asphalt - 9.5 mm (sidewalks, drives, & incidentals)
- Item 403.210 Hot Mix Asphalt - 9.5 mm
- Item 403.2101 Hot Mix Asphalt - 9.5 mm (Polymer Modified)
- Item 403.2102 Hot Mix Asphalt - 9.5 mm (Asphalt Rich Base)
- Item 403.2103 Warm Mix Asphalt - 9.5 mm
- Item 403.2104 Hot Mix Asphalt - 9.5 mm (3/4" Surface)
- Item 403.211 Hot Mix Asphalt – Shim
- Item 403.2111 Hot Mix Asphalt – Shim (Polymer Modified)
- Item 403.2113 Warm Mix Asphalt - Shim
- Item 403.212 Hot Mix Asphalt - 4.75 mm (Shim)
- Item 403.2123 Warm Mix Asphalt - 4.75 mm (Shim)
- Item 403.213 Hot Mix Asphalt - 12.5 mm (base and intermediate course)
- Item 403.2131 Hot Mix Asphalt - 12.5 mm (base and intermediate course Polymer Modified)
- Item 403.2132 Hot Mix Asphalt - 12.5 mm (Asphalt Rich Base and intermediate course)
- Item 403.2133 Warm Mix Asphalt - 12.5 mm (base and intermediate course)
- Item 403.214 Hot Mix Asphalt - 4.75 mm (Surface)
- Item 403.2143 Warm Mix Asphalt - 4.75 mm (Surface)
- Item 404.70 Colored Hot Mix Asphalt – 9.5mm (Surface)
- Item 404.72 Colored Hot Mix Asphalt – 9.5mm (Islands, sidewalks, & incidentals)
- Item 461.13 Maintenance Surface Treatment

Price adjustments will be based on the variance in costs for the performance graded binder component of hot mix asphalt. They will be determined as follows:

The quantity of hot mix asphalt for each pay item will be multiplied by the performance graded binder percentages given in the table below times the difference in price between the base price and the period price of asphalt cement. Adjustments will be made upward or downward, as prices increase or decrease.

Item 403.102–6.2%  
Item 403.206–4.8%  
Item 403.207–5.2%    Item 403.2071–5.2%    Item 403.2072–5.8%    Item 403.2073–5.2%  
Item 403.208–5.6%    Item 403.2081–5.6%    Item 403.20813–5.6%    Item 403.2083–5.6%  
Item 403.209–6.2%  
Item 403.210–6.2%    Item 403.2101–6.2%    Item 403.2102–6.8%    Item 403.2103–6.2%  
Item 403.2104–6.2%  
Item 403.211–6.2%    Item 403.2111–6.2%    Item 403.2113–6.2%  
Item 403.212–6.8%    Item 403.2123–6.8%  
Item 403.213–5.6%    Item 403.2131–5.6%    Item 403.2132–6.2%    Item 403.2133–5.6%  
Item 403.214–6.8%    Item 403.2143–6.8%  
Item 404.70–6.2%  
Item 404.72–6.2%  
Item 461.13–6.4%

Hot Mix Asphalt: The quantity of hot mix asphalt will be determined from the quantity shown on the progress estimate for each pay period.

Base Price: The base price of performance graded binder to be used is the price per standard ton current with the bid opening date. This price is determined by using the average New England Selling Price (Excluding the Connecticut market area), as listed in the Asphalt Weekly Monitor.

Period Price: The period price of performance graded binder will be determined by the Department by using the average New England Selling Price (Excluding the Connecticut market area), listed in the Asphalt Weekly Monitor current with the paving date. The maximum Period Price for paving after the adjusted Contract Completion Date will be the Period Price on the adjusted Contract Completion Date.

**SPECIAL PROVISION**  
**SECTION 109.5**  
**ADJUSTMENTS FOR DELAY**  
**(Delays due to Flooding)**

Subsection 109.5.1, Definitions- Types of Delays, is replaced with the following:

109.5.1 Definitions - Types of Delays Delays are defined as follows and may be divided into more than one type depending upon cause.

A. Excusable Delay Except as expressly provided otherwise by this Contract, an "Excusable Delay" is a Delay to the Critical Path that is directly and solely caused by: (1) an Uncontrollable Event, or (2) a flooding event at the effected location of the Project that results in a Q25 headwater elevation, or greater, but less than a Q50 headwater elevation. Theoretical headwater elevations will be determined by the Department; actual headwater elevations will be determined by the Contractor and verified by the Department.

B. Compensable Delay A "Compensable Delay" is a Delay to the Critical Path that is directly and solely caused by: (1) a weather related Uncontrollable Event of such an unusually severe nature that a Federal Emergency Disaster is declared. The Contractor will only be entitled to an Equitable Adjustment if the Project falls within the geographic boundaries prescribed under the disaster declaration (2) an Uncontrollable Event caused by a Utility Company or other third party (not Subcontractors) Working on Project-related Work within the Project Limits if, and only if, the Utility Company or such other third party offers the Department reimbursement for such Delay; (3) acts by the Department that are in violation of applicable laws or the Contract, or (4) a flooding event at the effected location of the Project that results in a Q50 headwater elevation, or greater. Theoretical Q50 headwater elevations will be determined by the Department; actual headwater elevations will be determined by the Contractor and verified by the Department.

C. Inexcusable Delay "Inexcusable Delays" are all Delays that are not Excusable Delays or Compensable Delays.

For a related provision, see Section 101.2 - Definition of Uncontrollable Event.

SPECIAL PROVISION  
SECTION 202  
REMOVING STRUCTURES AND OBSTRUCTIONS  
(Removing Existing Superstructure - Property of Contractor)

This special provision provides for the complete removal and satisfactory disposal of the existing truss bridge superstructure. It neither amends nor modifies other provisions of Section 202 except as specified below.

Construction Requirements

202.031 The Contractor shall provide detailed demolition plans. The plans shall include, but not be limited to, the proposed method(s) of removal, all required falsework, protective structures, and equipment needed to safely accomplish the bridge removal. The Contractor shall submit a detailed demolition plan to the Resident for acceptance 30 days prior to the planned work.

202.032 All materials which consist of hazardous substances such as lead paint, asbestos, petroleum products, or other substances of potential harm to the public or the environment shall be handled, stored, treated and disposed of in accordance with local, state and federal environmental regulations. The Contractor shall hire an environmental specialist to prepare a materials handling plan to be followed during the demolition.

202.033 The Contractor shall contain all demolition debris (including debris from wearing surface removal, saw cut slurry, dust, etc.) and shall not allow it to discharge to any regulated resource. All demolition debris shall be disposed of in accordance with requirements of the Standard Specifications and of the Maine Solid Waste Law, Title 38 M.R.S.A., Section 1301 et seq. Containment and disposal of demolition debris shall be addressed in the Contractor's Soil Erosion and Water Pollution Control Plan (SEWPCP).

202.034 The Contractor shall dismantle the existing bridge superstructure in a manner that will not cause damage to persons, property, or utilities.

SPECIAL PROVISION  
SECTION 203  
EXCAVATION AND EMBANKMENT  
(Construct and Remove Temporary Access)

Description. This work shall consist of providing all equipment, materials, labor, and incidentals to construct temporary staging areas for accessing the project site and restoring the disturbed areas to their original condition as directed by the Resident. This work shall also include any temporary earth support systems, temporary traffic barriers, and other safety systems as necessary to facilitate the actual type, size, and location of temporary access selected by the Contractor.

MATERIALS

Materials. The Contractor shall select the appropriate materials for the Temporary Access construction.

CONSTRUCTION REQUIREMENTS

General. The Contractor shall construct a Temporary Access area between approximate stations 107+00 to 109+00 left, within the clearing limits shown on the plans and as directed by the Resident. Once the project is completed, the Contractor shall remove the temporary access and restore the area to its original design and grades including installation of erosion and sediment control measures to the approval and acceptance of the Resident.

Alternatively, the fill material may be left in place if agreed to by the property owner and approved by the Resident.

Method of Measurement. The temporary access will be measured for payment as one lump sum for installation and removal, acceptably in accordance with the plans, specifications and this special provision.

Basis of Payment. The temporary access will be paid for at the contract lump sum price. Payment shall be full compensation for the equipment, labor, materials, and incidentals required to construct and remove the Temporary Access.

Payment will be made under:

| <u>Pay Item</u> | <u>Description</u>                            | <u>Pay Unit</u> |
|-----------------|-----------------------------------------------|-----------------|
| 203.61          | Construct Temporary Access Road – And Removal | LS              |



SPECIAL PROVISION  
SECTION 203  
EXCAVATION AND EMBANKMENT  
(Dredge Materials)

**Description:** Dredge Material (See MaineDOT Standard Specifications § 101.2) is regulated as a Special Waste. However, select granular materials are exempt from this classification as long as specific regulatory requirements are met. The Dredge Material from the Littlefields Bridge Replacement Project is granular in nature and meets the grain size exemption for Beneficial Use at the site of generation.

Work associated with the Littlefields Bridge Replacement initiative will require the excavation of select Dredge Material. It is anticipated that all dredge material will meet the granular Beneficial Use exemption. There is onsite Beneficial Use for all of this Dredge Material. The contractor shall Beneficially Use all Dredge Material excavated at the Littlefields Bridge Replacement Project in an area adjacent to and draining into the dredged water body.

It is acknowledged that the excavation of Dredge for this work may include some boulders. The Maine Department of Environmental Protection has determined that sound boulders (rock 12-inches or more in diameter), that are free of adhering sediment or other contaminants, shall be deemed to be Inert Fill material and shall not be included in the Dredge Material Quantities.

CONSTRUCTION REQUIREMENTS

**Management:** The contractor shall Beneficially Use all Dredge Material excavated at the Littlefields Bridge Replacement initiative in areas adjacent to and draining into the dredged water body.

**Method of Measurement:** Dredge Material will be measured by the cubic yard of material removed.

**Basis of Payment:** Payment for the Beneficial Use of Dredge Material will be incidental to the Contract Pay Items.

Payment shall be full compensation for excavation, dewatering, managing, transporting, and placement of the Dredge Materials.

SPECIAL PROVISION  
DIVISION 400  
PAVEMENTS

SECTION 401 - HOT MIX ASPHALT PAVEMENT

401.01 Description The Contractor shall furnish and place one or more courses of Hot Mix Asphalt Pavement (HMA) on an approved base in accordance with the contract documents and in reasonably close conformity with the lines, grades, thickness, and typical cross sections shown on the plans or established by the Resident. The Department will accept this work under Quality Assurance provisions, in accordance with these specifications and the requirements of Section 106 – Quality, the provisions of AASHTO M 323 except where otherwise noted in sections 401 and 703 of these specifications, and the Maine DOT Policies and Procedures for HMA Sampling and Testing.

401.02 Materials Materials shall meet the requirements specified in Section 700 - Materials:

|                             |        |
|-----------------------------|--------|
| Asphalt Cement              | 702.01 |
| Aggregates for HMA Pavement | 703.07 |
| HMA Mixture Composition     | 703.09 |

401.021 Recycled Asphalt Materials Recycled Asphalt Pavement (RAP) may be introduced into the mixture at percentages approved by the Department. If approved by the Department, the Contractor shall provide documentation stating the source, test results for average residual asphalt content, and stockpile gradations showing RAP materials have been sized to meet the maximum aggregate size requirements of each mix designation. The Department will obtain samples for verification and approval prior to its use.

For specification purposes, RAP will be categorized as follows:

Classified RAP – RAP consisting of processed millings from federal, state or municipal roadways that is free of materials not generally considered to be asphalt pavement. Millings from other sources that have been fractionated or otherwise processed so as to improve the consistency of the RAP may be considered Classified RAP if approved by the Department.

Unclassified RAP – RAP from unknown sources, from excavated or reclaimed pavements, millings from repaired areas or other sources.

In the event that RAP source or properties change, the Contractor shall notify the Department of the change and submit new documentation stating the new source or properties a minimum of 72 hours prior to the change to allow for obtaining new samples and approval.

401.03 Composition of Mixtures The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), and mineral filler if required. HMA shall be designed and tested according to AASHTO R35 and the volumetric criteria in Table 1. The Contractor shall size, uniformly grade, and combine the aggregate fractions in proportions that provide a mixture meeting the grading requirements of the Job Mix Formula (JMF). The Contractor may use a maximum of 20 percent Classified RAP in any base, binder, surface, or shim course. For Unclassified RAP stockpiles no more than 15 percent shall be used. The Contractor may be allowed to use more than 20 percent Classified RAP, up to a maximum of 25 percent Classified RAP, in a base, binder, or shim course provided that PG 58-34 asphalt binder is used in the mixture. A PG 52-34 may be used when approved by the Department.

The Contractor shall submit for Department approval a JMF to the Central Laboratory in Bangor for each mixture to be supplied. The Department may approve 1 active design per nominal maximum size, per traffic level, per plant, plus a 9.5mm “fine” mix for shimming and where required, a non-RAP design for bridge decks. The Department shall then have 15 calendar days in which to process a new design before approval. The JMF shall establish a single percentage of aggregate passing each sieve size within the limits shown in section 703.09. The mixture shall be designed and produced, including all production tolerances, to comply with the allowable control points for the particular type of mixture as outlined in 703.09. The JMF shall state the original source, gradation, and percentage to be used of each portion of the aggregate including RAP when utilized, and mineral filler if required. It shall also state the proposed PGAB content, the name and location of the refiner, the supplier, the source of PGAB submitted for approval, the type of PGAB modification if applicable, and the location of the terminal if applicable.

In addition, the Contractor shall provide the following information with the proposed JMF:

- Properly completed JMF indicating all mix properties (Gmm, VMA, VFB, etc.)
- Stockpile Gradation Summary
- Design Aggregate Structure Consensus Property Summary
- Design Aggregate Structure Trial Blend Gradation Plots (0.45 power chart)
- Trial Blend Test Results for at least three different asphalt contents
- Design Aggregate Structure for at least three trial blends
- Test results for the selected aggregate blend at a minimum of three binder contents
- Specific Gravity and temperature/viscosity charts for the PGAB to be used
- Recommended mixing and compaction temperatures from the PGAB supplier
- Material Safety Data Sheets (MSDS) For PGAB
- Asphalt Content vs. Air Voids trial blend curve
- Test report for Contractor’s Verification sample
- Summary of RAP test results (if used), including count, average and standard deviation of binder content and gradation

At the time of JMF submittal, the Contractor shall identify and make available the stockpiles of all proposed aggregates at the plant site. There must be a minimum of 150 Mg [150 ton] for stone stockpiles, 75 Mg [75 ton] for sand stockpiles, and 50 Mg [50 ton] of blend sand before the Department will sample. The Department shall obtain samples for laboratory testing. The Contractor shall also make available to the Department the PGAB proposed for use in the mix in sufficient quantity to test the properties of the asphalt and to produce samples for testing of the mixture. Before the start of paving, the Contractor and the Department shall split a production sample for evaluation. The Contractor shall test its split of the sample and determine if the results meet the requirements of the Department’s written policy for mix design verification (See Maine DOT Policies and Procedures for HMA Sampling and Testing available at the Central Laboratory in Bangor). If the results are found to be acceptable, the Contractor will forward their results to the Department’s Lab, which will test the Department’s split of the sample. The results of the two split samples will be compared and shared between the Department and the Contractor. If the Department finds the mixture acceptable, an approved JMF will be forwarded to the Contractor and paving may commence. The first day’s production shall be monitored, and the approval may be withdrawn if the mixture exhibits undesirable characteristics such as checking, shoving or displacement. The Contractor shall be allowed to submit aim changes within 24 hours of receipt of the first Acceptance test result. Adjustments will be allowed of up to 2% on the percent passing the 2.36 mm sieve through the 0.075 mm and 3% on the percent passing the 4.75 mm or larger sieves. Adjustments will be allowed on the %PGAB of up to 0.2%. Adjustments will be allowed on GMM of up to 0.010.

The Contractor shall submit a new JMF for approval each time a change in material source or materials properties is proposed. The same approval process shall be followed. The cold feed percentage of any aggregate may be adjusted up to 10 percentage points from the amount listed on the JMF, however no aggregate listed on the JMF shall be eliminated. The cold feed percentage for RAP may be adjusted up to 5

percentage points from the amount listed on the JMF but shall not exceed the maximum allowable percentage for RAP for the specific application.

TABLE 1: VOLUMETRIC DESIGN CRITERIA

| Design<br>ESAL's<br>(Millions<br>) | Required Density<br>(Percent of G <sub>mm</sub> ) |                     |                  | Voids in the Mineral Aggregate<br>(VMA)(Minimum Percent) |      |      |      |      | Voids Filled<br>with Binder<br>(VFB)<br>(Minimum<br>%) | Fines/Eff.<br>Binder<br>Ratio |
|------------------------------------|---------------------------------------------------|---------------------|------------------|----------------------------------------------------------|------|------|------|------|--------------------------------------------------------|-------------------------------|
|                                    |                                                   |                     |                  | Nominal Maximum Aggregate Size (mm)                      |      |      |      |      |                                                        |                               |
|                                    | N <sub>initial</sub>                              | N <sub>design</sub> | N <sub>max</sub> | 25                                                       | 19   | 12.5 | 9.5  | 4.75 |                                                        |                               |
| <0.3                               | ≤91.5                                             | 96.0                | ≤98.0            | 13.0                                                     | 14.0 | 15.0 | 16.0 | 16.0 | 70-80                                                  | 0.6-1.2**                     |
| 0.3 to <3                          | ≤90.5                                             |                     |                  |                                                          |      |      |      |      | 65-80                                                  |                               |
| 3 to <10                           | ≤89.0                                             |                     |                  |                                                          |      |      |      |      | 65-80*                                                 |                               |
| 10 to <30                          |                                                   |                     |                  |                                                          |      |      |      |      |                                                        |                               |
| > 30                               |                                                   |                     |                  |                                                          |      |      |      |      |                                                        |                               |

\*For 9.5 mm nominal maximum aggregate size mixtures, the maximum VFB is 82.

\*For 4.75 mm nominal maximum aggregate size mixtures, the maximum VFB is 84.

\*\*For 4.75 mm nominal maximum aggregate size mixtures, the Fines/Effective Binder Ratio is 0.6-1.4.

401.04 Temperature Requirements After the JMF is established, the temperatures of the mixture shall conform to the following tolerances:

In the truck at the mixing plant – allowable range 135° to 163°C [275 to 325°F]

At the Paver – allowable range 135° to 163°C [275 to 325°F]

The JMF and the mix subsequently produced shall meet the requirements of Tables 1 and Section 703.07.

401.05 Performance Graded Asphalt Binder Unless otherwise noted in Special Provision 403 - Hot Mix Asphalt Pavement, the PGAB shall be 64-28, except that for mixtures containing greater than 20 percent but no more than 25 percent RAP the PGAB shall be PG 58-34 (or PG 52-34 when approved by the Department). The PGAB shall meet the applicable requirements of AASHTO M320 - Standard Specification for PGAB. The Contractor shall provide the Department with an approved copy of the Quality Control Plan for PGAB in accordance with AASHTO R 26 Certifying Suppliers of PGAB.

The Contractor shall request approval from the Department for a change in PGAB supplier or source by submitting documentation stating the new supplier or source a minimum of 24 hours prior to the change. In the event that the PGAB supplier or source is changed, the Contractor shall make efforts to minimize the occurrence of PGAB co-mingling.

401.06 Weather and Seasonal Limitations The State is divided into two paving zones as follows:

- a. Zone 1 Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais.
- b. Zone 2 Areas south of Zone 1 including the US Route 2 and Route 9 boundaries.

The Contractor may place Hot Mix Asphalt Pavement for use other than a traveled way wearing course in either Zone between the dates of April 15<sup>th</sup> and November 15<sup>th</sup>, provided that the air temperature as determined by an approved thermometer (placed in the shade at the paving location) is 4°C [40°F] or higher and the area to be paved is not frozen. The Contractor may place Hot Mix Asphalt Pavement as traveled way wearing course in Zone 1 between the dates of May 1st and the Saturday following October 1st and in Zone 2 between the dates of April 15<sup>th</sup> and the Saturday following October 15<sup>th</sup>, provided the air temperature determined as above is 10°C [50°F] or higher. For the purposes of this Section, the traveled way includes truck lanes, ramps, approach roads and auxiliary lanes. The atmospheric temperature for all courses on bridge decks shall be 10°C [50°F] or higher.

Hot Mix Asphalt Pavement used for curb, driveways, sidewalks, islands, or other incidentals is not subject to seasonal limitations, except that conditions shall be satisfactory for proper handling and finishing of the mixture. All mixtures used for curb, driveways, sidewalks, islands, or other incidentals shall conform to section 401.04 - Temperature Requirements. Unless otherwise specified, the Contractor shall not place Hot Mix Asphalt Pavement on a wet or frozen surface and the air temperature shall be 4°C [40°F] or higher.

On all sections of overlay with wearing courses less than 25 mm [1 in] thick, the wearing course for the travelway and adjacent shoulders shall be placed between the dates of May 15<sup>th</sup> and the Saturday following September 15<sup>th</sup>.

On all sections of overlay with wearing courses less than 1 inch thick, the wearing course for the travelway and adjacent shoulders shall be placed between the dates of June 1<sup>st</sup> and the Saturday following September 1<sup>st</sup> if the work is to be performed, either by contract requirement, or Contractor option, during conditions defined as “night work”.

#### 401.07 Hot Mix Asphalt Plant

401.071 General Requirements HMA plants shall conform to AASHTO M156.

a. Truck Scales When the hot mix asphalt is to be weighed on scales meeting the requirements of Section 108 - Payment, the scales shall be inspected and sealed by the State Sealer as often as the Department deems necessary to verify their accuracy.

Plant scales shall be checked prior to the start of the paving season, and each time a plant is moved to a new location. Subsequent checks will be made as determined by the Resident. The Contractor will have at least ten 20 Kg [50 pound] masses for scale testing.

401.072 Automation of Batching Batch plants shall be automated for weighing, recycling, and monitoring the system. In the case of a malfunction of the printing system, the requirements of Section 401.074 c. of this specification will apply.

The batch plant shall accurately proportion the various materials in the proper order by weight. The entire batching and mixing cycle shall be continuous and shall not require any manual operations. The batch plant shall use auxiliary interlock circuits to trigger an audible alarm whenever an error exceeding the acceptable tolerance occurs. Along with the alarm, the printer shall print an asterisk on the delivery slip in the same row containing the out-of-tolerance weight. The automatic proportioning system shall be capable of consistently delivering material within the full range of batch sizes. When RAP is being used, the plant must be capable of automatically compensating for the moisture content of the RAP.

All plants shall be equipped with an approved digital recording device. The delivery slip load ticket shall contain information required under Section 108.1.3 - Provisions Relating to Certain Measurements, Mass and paragraphs a, b, and c of Section 401.073

401.073 Automatic Ticket Printer System on Automatic HMA Plant An approved automatic ticket printer system shall be used with all approved automatic HMA plants. The requirements for delivery slips for payment of materials measured by weight, as given in the following Sections, shall be waived: 108.1.3 a., 108.1.3 b., 108.1.3 c., and 108.1.3 d. The automatic printed ticket will be considered as the Weight Certificate.

The requirements of Section 108.1.3 f. - Delivery Slips, shall be met by the weigh slip or ticket, printed by the automatic system, which accompanies each truckload, except for the following changes:

- a. The quantity information required shall be individual weights of each batch or total net weight of each truckload.
- b. Signatures (legible initials acceptable) of Weighmaster (required only in the event of a malfunction as described in 401.074 c.).
- c. The MDOT designation for the JMF.

401.074 Weight Checks on Automatic HMA Plant At least twice during each 5 days of production either of the following checks will be performed:

a. A loaded truck may be intercepted and weighed on a platform scale that has been sealed by the State Sealer of Weights and Measures within the past 12 months. Whenever the discrepancy in net weights is greater than 1.0%, but does not exceed 1.5%, the plant inspector will notify the producer to take corrective action; payment will still be governed by the printed ticket.

The producer will be allowed a period of two days to make any needed repairs to the plant and/or platform scales so that the discrepancy in net weights between the two is less than 1.0%. If the discrepancy exceeds 1.5%, the plant will be allowed to operate as long as payment is determined by truck platform scale net weight. Effective corrective action shall be taken within two working days.

b. Where platform scales are not readily available, a check will be made to verify the accuracy and sensitivity of each scale within the normal weighing range and to assure that the interlocking devices and automatic printer system are functioning properly.

c. In the event of a malfunction of the automatic printer system, production may be continued without the use of platform truck scales for a period not to exceed the next two working days, providing total weights of each batch are recorded on weight tickets and certified by a Licensed Public Weighmaster.

401.08 Hauling Equipment Trucks for hauling Hot Mix Asphalt Pavement shall have tight, clean, and smooth metal dump bodies, which have been thinly coated with a small amount of approved release agent to prevent the mixture from adhering to the bodies. Solvent based agents developed to strip asphalts from aggregates will not be allowed as release agents.

All truck dump bodies shall have a cover of canvas or other water repellent material capable of heat retention, which completely covers the mixture. The cover shall be securely fastened on the truck, unless unloading.

All truck bodies shall have an opening on both sides, which will accommodate a thermometer stem. The opening shall be located near the midpoint of the body, at least 300 mm [12 in] above the bed.

401.09 Pavers Pavers shall be self-contained, self-propelled units with an activated screed (heated if necessary) capable of placing courses of Hot Mix Asphalt Pavement in full lane widths specified in the contract on the main line, shoulder, or similar construction.

On projects with no price adjustment for smoothness, pavers shall be of sufficient class and size to place Hot Mix Asphalt Pavement over the full width of the mainline travel way with a 3 m [10 ft] minimum main screed with activated extensions.

The Contractor shall place Hot Mix Asphalt Pavement on the main line with a paver using an automatic grade and slope controlled screed, unless otherwise authorized by the Department. The controls shall automatically adjust the screed and increase or decrease the layer thickness to compensate for irregularities in the preceding course. The controls shall maintain the proper transverse slope and be readily adjustable so that transitions and superelevated curves can be properly paved. The controls shall operate from a fixed or moving reference such as a grade wire or ski type device (floating beam) with a minimum length of 10 m [30 ft], a non-contact grade control with a minimum span of 7.3 m [24 ft], except that a 12 m [40 ft] reference shall be used on Expressway projects.

The Contractor shall operate the paver in such a manner as to produce a visually uniform surface texture and a thickness within the requirements of Section 401.101 - Surface Tolerances. The paver shall have a receiving hopper with sufficient capacity for a uniform spreading operation and a distribution system to place the mixture uniformly, without segregation in front of the screed. The screed assembly shall produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture. Pavers with extendible screeds shall have auger extensions and tunnel extenders as per the manufacturer's recommendations, a copy of which shall be available if requested.

The Contractor shall have the paver at the project site sufficiently before the start of paving operations to be inspected and approved by the Department. The Contractor shall repair or replace any paver found worn or defective, either before or during placement, to the satisfaction of the Department. Pavers that produce an unevenly textured or non-uniform mat will be repaired or replaced before continuing to place HMA on MaineDOT projects.

On a daily basis, the Contractor shall perform nuclear density testing across the mat being placed, prior to being compacted by equipment., at 300 mm [12 in] intervals, If the density values vary by more than 2.0% from the mean, the Contractor shall make adjustments to the screed until the inconsistencies are remedied.

Failure to replace or repair defective placement equipment may result in a letter of suspension of work and notification of a quality control violation resulting in possible monetary penalties as governed by Section 106 - Quality

401.10 Rollers Rollers shall be static steel, pneumatic tire, or approved vibrator type. Rollers shall be in good mechanical condition, capable of starting and stopping smoothly, and be free from backlash when reversing direction. Rollers shall be equipped and operated in such a way as to prevent the picking up of hot mixed material by the roller surface. The use of rollers, which result in crushing of the aggregate or in displacement of the HMA will not be permitted. Any Hot Mix Asphalt Pavement that becomes loose, broken, contaminated, shows an excess or deficiency of Performance Graded Asphalt Binder, or is in any other way defective shall be removed and replaced at no additional cost with fresh Hot Mix Asphalt Pavement, which shall be immediately compacted to conform to the adjacent area.

The Contractor shall repair or replace any roller found to be worn or defective, either before or during placement, to the satisfaction of the Department. Rollers that produce grooved, unevenly textured or non-uniform mat will be repaired or replaced before continuing to place HMA on MaineDOT projects.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided specification densities are attained and with the following requirements:

- a. On variable-depth courses, the first lift of pavement over gravel, reclaimed pavement, an irregular surface, or on bridges, at least one roller shall be 14.5 Mg [16 ton] pneumatic-tired. Unless otherwise allowed by the Resident, pneumatic-tired rollers shall be equipped with skirting to minimize the pickup of

HMA materials from the paved surface. When required by the Resident, the roller shall be ballasted to 18.1 Mg [20 ton].

b. Compaction with a vibratory or steel wheel roller shall precede pneumatic-tired rolling, unless otherwise authorized by the Department.

c. Vibratory rollers shall not be operated in the vibratory mode when checking or cracking of the mat occurs, or on bridge decks.

d. Any method, which results in cracking or checking of the mat, will be discontinued and corrective action taken.

The maximum operating speed for a steel wheel or pneumatic roller shall not exceed the manufacturer's recommendations, a copy of which shall be available if requested.

401.101 Surface Tolerances The Department will check surface tolerance utilizing the following methods :

- a.) A 5 m [16 ft] straightedge or string line placed directly on the surface, parallel to the centerline of pavement.
- b.) A 3 m [10 ft] straightedge or string line placed directly on the surface, transverse to the centerline of pavement.

The Contractor shall correct variations exceeding 6 mm [ $\frac{1}{4}$  in] by removing defective work and replacing it with new material as directed by the Department. The Contractor shall furnish a 10 foot straightedge for the Departments use.

401.11 Preparation of Existing Surface The Contractor shall thoroughly clean the surface upon which Hot Mix Asphalt Pavement is to be placed of all objectionable material. When the surface of the existing base or pavement is irregular, the Contractor shall bring it to uniform grade and cross section. All surfaces shall have a tack coat applied prior to placing any new HMA course. Tack coat shall conform to the requirements of Section 409 – Bituminous Tack Coat, Section 702 – Bituminous Material, and all applicable sections of the contract.

401.12 Hot Mix Asphalt Documentation The Contractor and the Department shall agree on the amount of Hot Mix Asphalt Pavement that has been placed each day.

401.13 Preparation of Aggregates The Contractor shall dry and heat the aggregates for the HMA to the required temperature. The Contractor shall properly adjust flames to avoid physical damage to the aggregate and to avoid depositing soot on the aggregate.

401.14 Mixing The Contractor shall combine the dried aggregate in the mixer in the amount of each fraction of aggregate required to meet the JMF. The Contractor shall measure the amount of PGAB and introduce it into the mixer in the amount specified by the JMF.

The Contractor shall produce the HMA at the temperature established by the JMF.

The Contractor shall dry the aggregate sufficiently so that the HMA will not flush, foam excessively, or displace excessively under the action of the rollers. The Contractor shall introduce the aggregate into the mixer at a temperature of not more than 14°C [25°F] above the temperature at which the viscosity of the PGAB being used is 0.150 Pa·s.



The Contractor shall store and introduce into the mixer the Performance Graded Asphalt Binder at a uniformly maintained temperature at which the viscosity of the PGAB is between 0.150 Pa·s and 0.300 Pa·s. The aggregate shall be coated completely and uniformly with a thorough distribution of the PGAB. The Contractor shall determine the wet mixing time for each plant and for each type of aggregate used.

401.15 Spreading and Finishing On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the Contractor shall spread, rake, and lute the HMA with hand tools to provide the required compacted thickness. Solvent based agents developed to strip asphalts from aggregates will not be allowed as release agents.

On roadways with adjoining lanes carrying traffic, the Contractor shall place each course over the full width of the traveled way section being paved that day, unless otherwise noted by the Department in Section 403 - Hot Bituminous Pavement.

401.16 Compaction Immediately after the Hot Mix Asphalt Pavement has been spread, struck off, and any surface irregularities adjusted, the Contractor shall thoroughly and uniformly compact the HMA by rolling.

The Contractor shall roll the surface when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking, or shoving. The Contractor shall prevent adhesion of the HMA to the rollers or vibrating compactors without the use of fuel oil or other petroleum based release agents. Solvents designed to strip asphalt binders from aggregates will not be permitted as release agents on equipment, tools, or pavement surfaces.

The Contractor shall immediately correct any displacement occurring as a result of the reversing of the direction of a roller or from other causes to the satisfaction of the Department. Any operation other than placement of variable depth shim course that results in breakdown of the aggregate shall be discontinued. Any new pavement that shows obvious cracking, checking, or displacement shall be removed and replaced for the full lane width as directed by the Resident at no cost to the Department.

Along forms, curbs, headers, walls, and other places not accessible to the rollers, the Contractor shall thoroughly compact the HMA with mechanical vibrating compactors. The Contractor shall only use hand tamping in areas inaccessible to all other compaction equipment. On depressed areas, the Contractor may use a trench roller or cleated compression strips under a roller to transmit compression to the depressed area.

Any HMA that becomes unacceptable due to cooling, cracking, checking, segregation or deformation as a result of an interruption in mix delivery shall be removed and replaced, with material that meets contract specifications at no cost to the Department.

401.17 Joints The Contractor shall construct wearing course transverse joints in such a manner that minimum tolerances shown in Section 401.101 - Surface Tolerances are met when measured with a straightedge.

The paver shall maintain a uniform head of HMA during transverse and longitudinal joint construction.

The HMA shall be free of segregation and meet temperature requirements outlined in section 401.04. Transverse joints of the wearing course shall be straight and neatly trimmed. The Contractor may form a vertical face exposing the full depth of the course by inserting a header, by breaking the bond with the underlying course, or by cutting back with hand tools. The Department may allow feathered or "lap" joints on lower base courses or when matching existing base type pavements.

Longitudinal joints shall be generally straight to the line of travel, and constructed in a manner that best ensure joint integrity. Methods or activities that prove detrimental to the construction of straight, sound longitudinal joints will be discontinued.

The Contractor shall apply a coating of emulsified asphalt immediately before paving all joints to the vertical face and 75 mm [3 in] of the adjacent portion of any pavement being overlaid except those formed by pavers operating in echelon. The Contractor shall use an approved spray apparatus designed for covering a narrow surface. The Department may approve application by a brush for small surfaces, or in the event of a malfunction of the spray apparatus, but for a period of not more than one working day.

Where pavement under this contract joins an existing pavement, or when the Department directs, the Contractor shall cut the existing pavement along a smooth line, producing a neat, even, vertical joint. The Department will not permit broken or raveled edges. The cost of all work necessary for the preparation of joints is incidental to related contract pay items.

401.18 Quality Control Method A, B & C The Contractor shall operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The QCP shall meet the requirements of Section 106.6 - Acceptance and this Section. The Contractor shall not begin paving operations until the Department approves the QCP in writing.

Prior to placing any mix, the Department and the Contractor shall hold a Pre-paving conference to discuss the paving schedule, source of mix, type and amount of equipment to be used, sequence of paving pattern, rate of mix supply, random sampling, project lots and sublots and traffic control. A copy of the QC random numbers to be used on the project shall be provided to The Resident. The Departments' random numbers for Acceptance testing shall be generated and on file with the Resident and the Project Manager. All field and plant supervisors including the responsible onsite paving supervisor shall attend this meeting.

The QCP shall address any items that affect the quality of the Hot Mix Asphalt Pavement including, but not limited to, the following:

- a. JMF(s)
- b. Hot mix asphalt plant details
- c. Stockpile Management (to include provisions for a minimum 2 day stockpile)
- d. Make and type of paver(s)
- e. Make and type of rollers including weight, weight per inch of steel wheels, and average contact pressure for pneumatic tired rollers
- f. Name of QCP Administrator, and certification number
- g. Name of Process Control Technician(s) and certification number(s)
- h. Name of Quality Control Technicians(s) and certification number(s)
- i. Mixing & transportation including process for ensuring that truck bodies are clean and free of debris or contamination that could adversely affect the finished pavement
- j. Testing Plan
- k. Laydown operations including longitudinal joint construction, procedures for avoiding paving in inclement weather, type of release agent to be used on trucks tools and rollers, compaction of shoulders, tacking of all joints, methods to ensure that segregation is minimized, procedures to determine the maximum rolling and paving speeds based on best engineering practices as well as past experience in achieving the best possible smoothness of the pavement. Solvent based agents developed to strip asphalts from aggregates will not be allowed as release agents.
- l. Examples of Quality Control forms including a daily plant report and a daily paving report

- m. Silo management and details (can show storage for use on project of up to 36 hours)
- n. Provisions for varying mix temperature due to extraordinary conditions.
- o. Name and responsibilities of the Responsible onsite Paving Supervisor.
- p. Method for calibration/verification of Density Gauge
- q. A note that all testing will be done in accordance with AASHTO and the Maine DOT Policies and Procedures for HMA Sampling and Testing.
- r. A detailed description of RAP processing, stockpiling and introduction into the plant as well as a note detailing conditions under which the percent of RAP will vary from that specified on the JMF.
- s. A detailed procedure outlining when production will be halted due to QC or Acceptance testing results.
- t. A plan to address the change in PGAB source or supplier and the potential co-mingling of differing PGAB's.
- u. A procedure to take immediate possession of acceptance samples once released by MaineDOT and deliver said samples to the designated acceptance laboratory.

The QCP shall include the following technicians together with following minimum requirements:

- a. QCP Administrator - A qualified individual shall administer the QCP. The QCP Administrator must be a full-time employee of or a consultant engaged by the Contractor or paving subcontractor. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful operation of the QCP. The QCP Administrator (or its designee in the QCP Administrator's absence) shall be available to communicate with the Department at all times. The QCP Administrator shall be certified as a Quality Assurance Technologist certified by the New England Transportation Technician Certification Program (NETTCP).
- b. Process Control Technician(s) (PCT) shall utilize test results and other quality control practices to assure the quality of aggregates and other mix components and control proportioning to meet the JMF(s). The PCT shall inspect all equipment used in mixing to assure it is operating properly and that mixing conforms to the mix design(s) and other Contract requirements. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one PCT is required. The Plan shall include the criteria to be utilized by the PCT to correct or reject unsatisfactory materials. The PCT shall be certified as a Plant Technician by the NETTCP.
- c. Quality Control Technician(s) (QCT) shall perform and utilize quality control tests at the job site to assure that delivered materials meet the requirements of the JMF(s). The QCT shall inspect all equipment utilized in transporting, laydown, and compacting to assure it is operating properly and that all laydown and compaction conform to the Contract requirements. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one QCT is required. The QCP shall include the criteria utilized by the QCT to correct or reject unsatisfactory materials. The QCT shall be certified as a Paving Inspector by the NETTCP.

The QCP shall detail the coordination of the activities of the Plan Administrator, the PCT and the QCT. The Project Superintendent shall be named in the QCP, and the responsibilities for successful implementation of the QCP shall be outlined.

The Contractor shall sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with the following minimum frequencies:

TABLE 2 : MINIMUM QUALITY CONTROL FREQUENCIES

| Test or Action                             | Frequency                                       | Test Method         |
|--------------------------------------------|-------------------------------------------------|---------------------|
| Temperature of mix                         | 6 per day at street and plant                   | -                   |
| Temperature of mat                         | 4 per day                                       | -                   |
| %TMD (Surface)                             | 1 per 125 Mg [125 ton]<br>(As noted in QC Plan) | ASTM D2950          |
| %TMD (Base)                                | 1 per 250 Mg [250 ton]<br>(As noted in QC Plan) | AASHTO T269         |
| Fines / Effective Binder                   | 1 per 500 Mg [500 ton]                          | AASHTO T 312*       |
| Gradation                                  | 1 per 500 Mg [500 ton]                          | AASHTO T30          |
| PGAB content                               | 1 per 500 Mg [500 ton]                          | AASHTO T164 or T308 |
| Voids at $N_{design}$                      | 1 per 500 Mg [500 ton]                          | AASHTO T 312*       |
| Voids in Mineral Aggregate at $N_{design}$ | 1 per 500 Mg [500 ton]                          | AASHTO T 312*       |
| Rice Specific Gravity                      | 1 per 500 Mg [500 ton]                          | AASHTO T209         |
| Coarse Aggregate Angularity                | 1 per 5000 Mg [5000 ton]                        | ASTM D5821          |
| Flat and Elongated Particles               | 1 Per 5000 Mg [5000 ton]                        | ASTM D4791          |
| Fine Aggregate Angularity                  | 1 Per 5000 Mg [5000 ton]                        | AASHTO T304         |

\*Method A and B only

The Contractor may utilize innovative equipment or techniques not addressed by the Contract documents to produce or monitor the production of the mix, subject to approval by the Department.

The Contractor shall submit all Hot Mix Asphalt Pavement plant test reports, inspection reports and updated pay factors in writing, signed by the appropriate technician and present them to the Department by 1:00 P.M. on the next working day, except when otherwise noted in the QCP due to local restrictions. The Contractor shall also retain splits of the previous 5 QC tests, with QC results enclosed for random selection and testing by The Department during QA inspections of the HMA production facility. Test results of splits that do not meet the Dispute Resolution Variance Limits in Table 10 shall trigger an investigation by the MDOT Independent Assurance Unit, and may result in that lab losing NETTCP certification and the ability to request a dispute [Section 401.223 - Process for Dispute Resolution (Methods A , B and C only)].

The Contractor shall make density test results, including randomly sampled densities, available to the Department onsite. Summaries of each day's results, including a daily paving report, shall be recorded and signed by the QCT and presented to the Department by 1:00 p.m. the next working day.

The Contractor shall have a testing lab at the plant site, equipped with all testing equipment necessary to complete the tests in Table 2. The Contractor shall locate an approved Gyratory Compactor at the plant testing lab or within 30 minutes of the plant site.

The Contractor shall fill all holes in the pavement resulting from cutting cores by the Contractor or the Department with a properly compacted, acceptable mixture no later than the following working day. Before filling, the Contractor shall carefully clean the holes and apply a coating of emulsified asphalt. On surface courses, cores shall not be cut except for Verification of the Nuclear Density Gauge, at a rate not to exceed 3 per day or 2 per 1000 Mg [1000 ton] placed.

The Contractor shall monitor plant production using running average of three control charts as specified in Section 106 - Quality. Control limits shall be as noted in Table 3 below. The UCL and LCL, shall not exceed the allowable control points for the particular type of mixture as outlined in Table 1 of section 703.09

TABLE 3: Control Limits

| Property                          | UCL and LCL       |
|-----------------------------------|-------------------|
| Passing 4.75 mm and larger sieves | Target +/-4.0     |
| Passing 2.36 mm sieve             | Target +/-2.5     |
| Passing .075 mm sieve             | Target +/-1.2     |
| PGAB Content*                     | Target +/-0.3     |
| Voids in the Mineral Aggregate    | LCL = LSL + 0.2   |
| % Voids at $N_{design}$           | JMF Target +/-1.3 |

\*Based on AASHTO T 308

The Contractor shall cease paving operations whenever one of the following occurs on a lot in progress:

- Method A: The Pay Factor for VMA, Voids @  $N_d$ , Percent PGAB, composite gradation, VFB, fines to effective binder or density using all Acceptance or all Quality Control tests for the current lot is less than 0.85.
- Method B: The Pay Factor for VMA, Voids @  $N_d$ , Percent PGAB, composite gradation, VFB, fines to effective binder or density using all Acceptance or all Quality Control tests for the current lot is less than 0.90.
- Method C: The Pay Factor for VMA, Voids @  $N_d$ , Percent PGAB, percent passing the nominal maximum sieve, percent passing 2.36 mm sieve, percent passing 0.300 mm sieve, percent passing 0.075 mm sieve or density using all Acceptance or all available Quality Control tests for the current lot is less than 0.85.
- The Coarse Aggregate Angularity or Fine Aggregate Angularity value falls below the requirements of Table 3: Aggregate Consensus Properties Criteria in Section 703.07 for the design traffic level.
- Each of the first 2 control tests for a Method A or B lot fall outside the upper or lower limits for VMA, Voids @  $N_d$ , or Percent PGAB; or under Method C, each of the first 2 control tests for the lot fall outside the upper or lower limits for the nominal maximum, 2.36 mm, 0.300 mm or 0.075 mm sieves, or percent PGAB.
- The Flat and Elongated Particles value exceeds 10% by ASTM D4791.
- There is any visible damage to the aggregate due to over-densification other than on variable depth shim courses.
- The Contractor fails to follow the approved QCP.

The Contractor shall notify the Resident in writing as to the reason for shutdown, as well as the proposed corrective action, by the end of the work day. Failure to do so will be treated as a second incident under 106.4.6 QCP Non-compliance. The Department will consider corrective action acceptable if the pay factor for the failing property increases, based on samples already in transit, or a verification sample is tested and the property falls within the specification limits.

In cases where the corrective action can be accomplished immediately, such as batch weight or cold feed changes, the Contractor may elect to resume production once the corrective action is completed. Additional QC testing shall be performed to verify the effectiveness of the corrective action. Subsequent occurrences of shutdown for the same property in a Lot in progress will require paving operations to cease. Paving operations shall not resume until the Contractor and the Department determines that material meeting the Contract requirements will be produced. The Department may allow the Contractor to resume production based upon a passing QC sample, with a split of the sample being sent to the Department for verification testing. If the submitted verification sample test results fall outside the specification limits, the Contractor shall cease production until a verification sample is submitted to the Department has been tested by the Department and found to be within specification limits.

If the Contractor's control chart shows the process to be out of control (defined as a single point outside of the control limits on the running average of three chart) on any property listed in Table 3: Control Limits, the Contractor shall notify the Resident in writing of any proposed corrective action by 1:00 PM the next working day.

The Department retains the exclusive right, with the exception of the first day's production of a new JMF, to determine whether the resumption of production involves a significant change to the production process. If the Department so determines, then the current lot will be terminated, a pay factor established, and a new lot will begin.

401.19 Quality Control Method D For Items covered under Method D, the Contractor shall submit a modified QC Plan detailing, how the mix is to be placed, what equipment is to be used, and what HMA plant is to be used. All mix designs (JMF) shall be approved and verified by MDOT prior to use. Certified QC personnel shall not be required. The Contractor shall certify the mix and the test results for each item by a Certificate of Compliance.

401.20 Acceptance Method A, B & C These methods utilizes Quality Level Analysis and pay factor specifications.

For Hot Mix Asphalt Pavement designated for acceptance under Quality Assurance provisions, the Department will sample once per subplot on a statistically random basis, test, and evaluate in accordance with the following Acceptance Criteria:

TABLE 4: ACCEPTANCE CRITERIA

| PROPERTIES                | POINT OF SAMPLING      | TEST METHOD  |
|---------------------------|------------------------|--------------|
| Gradation                 | Paver Hopper           | AASHTO T30   |
| PGAB Content              | Paver Hopper           | AASHTO T308  |
| %TMD (Surface)            | Mat behind all Rollers | AASHTO T269  |
| %TMD (Base or Binder)     | Mat behind all Rollers | AASHTO T269  |
| Air Voids at $N_d$        | Paver Hopper           | AASHTO T 312 |
| %VMA at $N_d$             | Paver Hopper           | AASHTO T 312 |
| Fines to Effective Binder | Paver Hopper           | AASHTO T 312 |
| %VFB                      | Paver Hopper           | AASHTO T 312 |

In the event the Department terminates a Lot prematurely but fails to obtain the required number of acceptance samples to calculate the volumetric property pay factor under the test method specified in the contract, the pay factor shall be calculated using the number of samples actually obtained from the contract. Should the number of acceptance samples taken total less than three, the resulting pay factor shall be 1.0 for volumetric properties. A minimum of three cores will be used for a density pay factor, if applicable, for quantities placed to date.

Should the Contractor request a termination of the Lot in progress prior to three acceptance samples being obtained, and the Department agrees to terminate the Lot, then the pay factor for mixture properties shall be 0.80. A minimum of three cores will be used to determine a density pay factor, if applicable, for quantities placed to date.

Lot Size For purposes of evaluating all acceptance test properties, a lot shall consist of the total quantity represented by each item listed under the lot size heading.

Sublot size - Refer to section 401.201, 401.202, and 401.203 for minimum size and number of sublots. The quantity represented by each sample will constitute a sublot.

If there is less than one-half of a sublot remaining at the end, then it shall be combined with the previous sublot. If there is more than one-half sublot remaining at the end, then it shall constitute the last sublot and shall be represented by test results. If it becomes apparent partway through a Lot that, due to an underrun, there will be insufficient mix quantity to obtain the minimum number of sublots needed, the Resident may adjust the size of the remaining sublots and select new sample locations based on the estimated quantity of material remaining in the Lot.

Acceptance Testing The Department will obtain samples of Hot Mix Asphalt Pavement in conformance with AASHTO T168 Sampling Bituminous Paving Mixtures, and the Maine DOT Policies and Procedures for HMA Sampling and Testing, which will then be transported by the Contractor to the designated MDOT Laboratory within 48 hours (except when otherwise noted in the project specific QCP due to local restrictions), as directed by MDOT in approved transport containers to be provided by the Department, unless otherwise directed by the Resident. Failure to deliver an acceptance sample to the designated acceptance laboratory will be considered the second incident under 106.4.6–QCP Non-Compliance.

The Department will take the sample randomly within each sublot. Target values shall be as specified in the JMF. The Department will use Table 5 for calculating pay factors for gradation, PGAB Content, Air Voids at  $N_{\text{design}}$ , VMA, Fines to Effective Binder and VFB. The Department will withhold reporting of the test results for the Acceptance sample until 7:00 AM, on the second working day of receipt of the sample, or after receipt of the Contractors results of the Acceptance sample split. Upon conclusion of each lot, where there is a minimum of four sublots, results shall be examined for statistical outliers, as stated in Section 106.7.2 - Statistical Outliers.

Isolated Areas During the course of inspection, should it appear that there is an isolated area that is not representative of the lot based on a lack of observed compactive effort, excessive segregation or any other questionable practice, that area may be isolated and tested separately. An area so isolated that has a calculated pay factor below 0.80, based on three random tests shall be removed and replaced at the expense of the Contractor for the full lane width and a length not to be less than 50 m [150 ft].

Pavement Density The Department will measure pavement density using core samples tested according to AASHTO T-166. The Department will randomly determine core locations. The Contractor shall cut 6 inch diameter cores at no additional cost to the Department by the end of the working day following the day the pavement is placed, and immediately give them to the Department. Cores for Acceptance testing shall be cut such that the nearest edge is never within 0.225 m (9 inches) of any joint. The cores will be placed in a transport container provided by the Department and transported by the Contractor to the designated MDOT Lab as directed by the Department. Pre-testing of the cores will not be allowed. At the time of sampling, the Contractor and the Department shall mutually determine if a core is damaged. If it is determined that the core(s) is damaged, the Contractor shall cut new core(s) at the same offset and within 1 m [3 ft] of the initial sample. At the time the core is cut, the Contractor and the Department will mutually determine if saw cutting of the core is needed, and will mark the core at the point where sawing is needed. The core may be saw cut by the Contractor in the Department's presence onsite, or in an MDOT Lab by The Department, without disturbing the layer being tested to remove lower layers of Hot Mix Asphalt Pavement, gravel, or RAP. No recuts are allowed at a test location after the core has been tested. Upon conclusion of each lot, density results shall be examined for statistical outliers as stated in Section 106.7.2.

On all sections of overlay with wearing courses designed to be 19 mm [3/4 in] or less in thickness, there shall be no pay adjustment for density otherwise noted in Section 403 - Hot Bituminous Pavement. For overlays designed to be 19 mm [3/4 in] or less in thickness, density shall be obtained by the same rolling train and methods as used on mainline travelway surface courses with a pay adjustments for density, unless otherwise directed by the Department.

There shall be no pay adjustment for density on shoulders unless otherwise noted in Section 403 - Hot Bituminous Pavement. Density for shoulders shall be obtained by the same rolling train and methods as used on mainline travelway, unless otherwise directed by the Department. Efforts to obtain optimum compaction will not be waived by the Department unless it is apparent during construction that local conditions make densification to this point detrimental to the finished pavement surface course.

**401.201 Method A** Lot Size will be the entire production per JMF for the project, or if so agreed at the Pre-paving Conference, equal lots of up to 4500 Mg [4500 tons], with unanticipated over-runs of up to 1500 Mg [1500 ton] rolled into the last lot. Sublot sizes shall be 750 Mg [750 ton] for mixture properties, 500 Mg [500 ton] for base or binder densities and 250 Mg [250 ton] for surface densities. The minimum number of sublots for mixture properties shall be 4, and the minimum number of sublots for density shall be five.

TABLE 5: METHOD A ACCEPTANCE LIMITS

| Property                          | USL and LSL                                                |
|-----------------------------------|------------------------------------------------------------|
| Passing 4.75 mm and larger sieves | Target +/-7%                                               |
| Passing 2.36 mm to 1.18 mm sieves | Target +/-4%                                               |
| Passing 0.60 mm                   | Target +/-3%                                               |
| Passing 0.30 mm to 0.075 mm sieve | Target +/-2%                                               |
| PGAB Content                      | Target +/-0.4%                                             |
| Air Voids                         | 4.0% +/-1.5%                                               |
| Fines to Effective Binder         | 0.6 to 1.2                                                 |
| Voids in the Mineral Aggregate    | LSL Only from Table 1                                      |
| Voids Filled with Binder          | Table 1 values plus a 4% production tolerance for USL only |
| % TMD (In place density)          | 95.0% +/- 2.5%                                             |

\*\*For 4.75 mm nominal maximum aggregate size mixtures, the Fines/Effective Binder Ratio is 0.6-1.4.

**401.202 Method B** Lot Size will be the entire production per JMF for the project and shall be divided into 3 equal sublots for Mixture Properties and 3 equal sublots for density.

TABLE 6: METHOD B ACCEPTANCE LIMITS

| Property                                  | USL and LSL                                    |
|-------------------------------------------|------------------------------------------------|
| Percent Passing 4.75 mm and larger sieves | Target +/-7                                    |
| Percent Passing 2.36 mm to 1.18 mm sieves | Target +/-5                                    |
| Percent Passing 0.60 mm                   | Target +/-4                                    |
| Percent Passing 0.30 mm to 0.075 mm sieve | Target +/-3                                    |
| PGAB Content                              | Target +/-0.5                                  |
| Air Voids                                 | 4.0% +/-2.0                                    |
| Fines to Effective Binder                 | 0.6 to 1.4                                     |
| Voids in the Mineral Aggregate            | LSL from Table 1                               |
| Voids Filled with Binder                  | Table1 plus a 4% production tolerance for USL. |
| % TMD (In-place Density)                  | 95.0% +/- 2.5%                                 |



**401.203 Testing Method C** Lot Size will be the entire production per JMF for the project, or if so agreed at the Pre-paving Conference, equal lots of up to 4500 Mg [4500 tons], with unanticipated over-runs of up to 1500 Mg [1500 ton] rolled into the last lot. Sublot sizes shall be 750 Mg [750 ton] for mixture properties, 500 Mg [500 ton] for base or binder densities and 250 Mg [250 ton] for surface densities. The minimum number of sublots for mixture properties shall be 4, and the minimum number of sublots for density shall be five.

TABLE 7: METHOD C ACCEPTANCE LIMITS

| Property                          | USL and LSL                                                |
|-----------------------------------|------------------------------------------------------------|
| Passing 4.75 mm and larger sieves | Target +/-7%                                               |
| Passing 2.36 mm to 1.18 mm sieves | Target +/-5%                                               |
| Passing 0.60 mm                   | Target +/-4%                                               |
| Passing 0.30 mm to 0.075 mm sieve | Target +/-2%                                               |
| PGAB Content                      | Target +/-0.4%                                             |
| Air Voids                         | 4.0% +/-1.5%                                               |
| Fines to Effective Binder         | 0.6 to 1.2                                                 |
| Voids in the Mineral Aggregate    | LSL Only from Table 1                                      |
| Voids Filled with Binder          | Table 1 values plus a 4% production tolerance for USL only |
| % TMD (In place density)          | 95.0% +/- 2.5%                                             |

\*\*For 4.75 mm nominal maximum aggregate size mixtures, the Fines/Effective Binder Ratio is 0.6-1.4.

**401.204 Testing Method D** For hot mix asphalt items designated as Method D in Section 403 - Hot Bituminous Pavement, one sample will be taken from the paver hopper or the truck body per 250 Mg [250 ton] per pay item. The mix will be tested for gradation and PGAB content. Disputes will not be allowed. If the mix is within the tolerances listed in Table 8: Method D Acceptance Limits, the Department will pay the contract unit price. If the test results for each 250 Mg [250 ton] increment are outside these limits, the following deductions (Table 8b) shall apply to the HMA quantity represented by the test.

TABLE 8: METHOD D ACCEPTANCE LIMITS

| Property                                  | USL and LSL    |
|-------------------------------------------|----------------|
| Percent Passing 4.75 mm and larger sieves | Target +/-7    |
| Percent Passing 2.36 mm to 1.18 mm sieves | Target +/-5    |
| Percent Passing 0.60 mm                   | Target +/-4    |
| Percent Passing 0.30 mm to 0.075 mm sieve | Target +/-3    |
| PGAB Content                              | Target +/-0.5  |
| % TMD (In-place Density)                  | 95.0% +/- 2.5% |

TABLE 8b Method "D" Price Adjustments

|                |       |
|----------------|-------|
| PGAB Content   | -5%   |
| 2.36 mm sieve  | -2%   |
| 0.30 mm sieve  | -1%   |
| 0.075 mm sieve | -2%   |
| Density        | -10%* |

\*Only applies when called for in Section 403 - Hot Bituminous Pavement. Contractor shall cut two 150 mm [6 in] cores, which shall be tested for percent TMD per AASHTO T-269. If the average for the two tests falls below 92.5% the disincentive shall apply.

401.21 Method of Measurement The Department will measure Hot Mix Asphalt Pavement by the Mg [ton] in accordance with Section 108.1 - Measurement of Quantities for Payment.

401.22 Basis of Payment The Department will pay for the work, in place and accepted, in accordance with the applicable sections of this Section, for each type of HMA specified.

The Department will pay for the work specified in Section 401.11, for the HMA used, except that cleaning objectionable material from the pavement and furnishing and applying bituminous material to joints and contact surfaces is incidental.

Payment for this work under the appropriate pay items shall be full compensation for all labor, equipment, materials, and incidentals necessary to meet all related contract requirements, including design of the JMF, implementation of the QCP, obtaining core samples, transporting cores and samples, filling core holes, applying emulsified asphalt to joints, and providing testing facilities and equipment.

The Department will make a pay adjustment for quality as specified below.

401.221 Pay Adjustment The Department will sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with Section 106 - Quality and Section 401.20 - Acceptance, of this Specification.

401.222 Pay Factor (PF) The Department will use the following criteria for pay adjustment using the pay adjustment factors under Section 106.7 - Quality Level Analysis:

Density If the pay factor for Density falls below 0.80 for Method A or C or 0.86 for Method B, all of the cores will be randomly re-cut by Sublot. A new pay factor will be calculated that combines all initial and retest results. If the resulting pay factor is below 0.80 for Method A or C or below 0.86 for Method B, the entire Lot shall be removed and replaced with material meeting the specifications at no additional cost to the Department, except that the Department may, when it appears that there is a distinct pattern of defective material, isolate any defective material by investigating each mix sample subplot and require removal of defective mix sample sublots only, leaving any acceptable material in place if it is found to be free of defective material. Pay factors equal to or greater than the reject level will be paid accordingly.

Gradation For HMA evaluated under Acceptance Method A or B, the Department will determine a composite pay factor (CPF) using applicable price adjustment factors "f" from Table 9: Table of Gradation Composite "f" Factors, and Acceptance limits from Table 5: Method A Acceptance Limits, for Method A or Table 6: Method B Acceptance Limits, for Method B. The Department will not make price adjustments for gradation on Methods A and B, but will monitor them as shutdown criteria.

TABLE 9: TABLE OF GRADATION COMPOSITE "f" FACTORS (Methods A and B)

| Constituent |          | "f" Factor |         |        |         |
|-------------|----------|------------|---------|--------|---------|
|             |          | 19 mm      | 12.5 mm | 9.5 mm | 4.75 mm |
| Gradation   | 25 mm    | -          | -       | -      | -       |
|             | 19 mm    | 4          | -       | -      | -       |
|             | 12.5 mm  |            | 4       | 4      | -       |
|             | 9.50 mm  |            |         |        | 4       |
|             | 2.36 mm  | 6          | 6       | 6      | 8       |
|             | 1.18 mm  |            |         |        |         |
|             | 0.60 mm  | 2          | 2       | 2      | 2       |
|             | 0.30 mm  | 2          | 2       | 2      | 2       |
|             | 0.075 mm | 6          | 6       | 6      | 8       |

For HMA evaluated under Acceptance Method C, the Department will determine a pay factor using acceptance limits from Table 7: Method C Acceptance Limits.

VMA, Air Voids, VFB and Fines to Effective Binder The Department will determine a pay factor (PF) using the applicable Acceptance Limits.

The following variables will be used for pay adjustment:

- PA = Pay Adjustment
- Q = Quantity represented by PF in Mg [ton]
- P = Contract price per Mg [ton]
- PF = Pay Factor

#### Pay Adjustment Method A

The Department will use the following criteria for pay adjustment: density, Performance Graded Asphalt Binder content, voids @N<sub>d</sub>, VMA, VFB, F/B<sub>eff</sub>, and the screen sizes listed in Table 9 for the type of HMA represented in the JMF. If any single pay factor for PGAB Content, VMA, or Air Voids falls below 0.80, then the composite pay factor for PGAB Content, VMA, and Air Voids shall be 0.55.

Density: For mixes having a density requirement, the Department will determine a pay factor using Table 5: Method A Acceptance Limits:

$$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$$

PGAB Content, VMA and Air Voids: The Department will determine a pay adjustment using Table 5: Method A Acceptance Limits as follows:

$$PA = (\text{voids @ } N_d \text{ PF} - 1.0)(Q)(P) \times 0.20 + (\text{VMA @ } N_d \text{ PF} - 1.0)(Q)(P) \times 0.20 + (\text{PGAB PF} - 1.0)(Q)(P) \times 0.10$$

VFB and Fines to Effective Binder The Department will determine a pay factor (PF) using Table 5: Method A Acceptance Limits. The Department will not make price adjustments for VFB or Fines to Effective Binder, but will monitor them as shutdown criteria.

#### Pay Adjustment Method B

The Department will use the following criteria for pay adjustment: density, Performance Graded Asphalt Binder content, voids @N<sub>d</sub>, VMA, VFB, F/B<sub>eff</sub>, and the screen sizes listed in Table 9 for the type of HMA represented in the JMF. If any single pay factor for PGAB Content, VMA, or Air Voids falls below 0.86, then the composite pay factor for PGAB Content, VMA, and Air Voids shall be 0.70.

Density: For mixes having a density requirement, the Department will determine a pay factor using Table 6: Method B Acceptance Limits:

$$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$$

PGAB Content, VMA and Air Voids: The Department will determine a pay adjustment using Table 6: Method B Acceptance Limits as follows:

$$PA = (\text{voids @ } N_d \text{ PF} - 1.0)(Q)(P) \times 0.20 + (\text{VMA @ } N_d \text{ PF} - 1.0)(Q)(P) \times 0.20 + (\text{PGAB PF} - 1.0)(Q)(P) \times 0.10$$

VFB and Fines to Effective Binder The Department will determine a pay factor (PF) using Table 6: Method B Acceptance Limits. The Department will not make price adjustments for VFB or Fines to Effective Binder, but will monitor them as shutdown criteria.

#### Pay Adjustment Method C

The Department will use density, Performance Graded Asphalt Binder content, and the percent passing the nominal maximum, 2.36 mm, 0.300 mm and 0.075 mm sieves for the type of HMA represented in the JMF. If the PGAB content falls below 0.80, then the PGAB pay factor shall be 0.55.

Density: For mixes having a density requirement, the Department will determine a pay factor using Table 7: Method C Acceptance Limits:

$$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$$

PGAB Content and Gradation The Department will determine a pay factor using Table 7: Method C Acceptance Limits. The Department will calculate the price adjustment for Mixture Properties as follows:

$$PA = (\% \text{ Passing Nom. Max PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 2.36 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.30 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.075 mm PF} - 1.0)(Q)(P) \times 0.10 + (\text{PGAB PF} - 1.0)(Q)(P) \times 0.25$$

VMA, Air Voids, VFB and Fines to Effective Binder The Department will determine a pay factor (PF) using Table 7: Method C Acceptance Limits. The Department will not make price adjustments for VMA, Air Voids, VFB or Fines to Effective Binder, but will monitor them as shutdown criteria.

#### Pay Adjustment Method D

The Department will use density, Performance Graded Asphalt Binder content, and the screen sizes listed in Table 8b for the type of HMA represented in the JMF. If test results do not meet the Table 8 requirements, deducts as shown in Table 8b shall be applied to the quantity of mix represented by the test.

#### 401.223 Process for Dispute Resolution (Methods A B & C only)

a. Dispute Resolution sampling At the time of Hot-Mix Asphalt sampling, the Department will obtain a split sample of each Acceptance test random sample for possible dispute resolution testing. The Contractor shall also obtain a split sample of the HMA at this same time. If the Contractor wishes to retain the option of requesting dispute testing of the initial Acceptance sample, the Contractor will test their split of the

Acceptance sample and shall report their results to the Resident, with a copy to the QA Engineer at the Central Laboratory in Bangor by 7:00 AM, on the second working day from time of QA sampling, otherwise dispute resolution will not be initiated. The Department's dispute resolution split sample will be properly labeled and stored for a period of not more than two weeks, or until the sample is tested.

**b. Disputing Acceptance results** The Contractor may dispute the Department's Acceptance results and request (Methods A, B, & C) that the dispute resolution split sample be tested by notifying the Department's Resident and the QA Engineer at the Central Laboratory in Bangor in writing within two working days after receiving the results of the Acceptance test. The following shall be provided in the request:

- Acceptance sample reference number
- The specific test result(s) or property(ies) being disputed, and
- The complete, signed report of the Contractor's testing (In a lab certified by the NETTCP and MDOT) of their split of the Acceptance sample indicating that the variances in Table 10: Dispute Resolution Variance Limits, for the specific test result(s) or property(ies) were exceeded.

**c. Disputable items** The Contractor may dispute any or all of the following Method A or B test results when the difference between the Department's value and the Contractor's value for that test equals or exceeds the corresponding allowable variation in Table 10: Dispute Resolution Variance Limits, PGAB content,  $G_{mb}$ , and  $G_{mm}$ . In addition, if the allowable variation for these tests is not met or exceeded, the Contractor may dispute either or both of the following material properties provided the difference between results for them equals or exceeds the corresponding allowable variation in Table 10: Voids at  $N_{design}$ , and VMA.

For Method C only: The results for PGAB content and the screen sizes used for pay adjustment may be disputed.

**d. Outcome** The value of any disputed result or property reported for the initial Acceptance sample shall stand if the value reported for the dispute resolution sample is not closer to the value the Contractor reported for their split sample than to the value reported for the initial Acceptance sample. If the value reported for the dispute resolution falls precisely half-way between the other two values the value reported for the dispute resolution will replace the original acceptance value. Otherwise, the value reported for the dispute resolution sample will replace the value reported for the initial Acceptance sample, and will be used to re-calculate any other affected results or properties.

TABLE 10: DISPUTE RESOLUTION VARIANCE LIMITS

|                                   |           |
|-----------------------------------|-----------|
| PGAB Content                      | +/-0.4%   |
| $G_{mb}$                          | +/-0.030  |
| $G_{mm}$                          | +/-0.020  |
| Voids @ $N_d$                     | +/-0.8%   |
| VMA                               | +/-0.8%   |
| Passing 4.75 mm and larger sieves | +/- 4.0%  |
| Passing 2.36 mm to 0.60 mm sieves | +/- 3.0%  |
| Passing 0.30 mm to 0.15           | +/- 2.0 % |
| 0.075 mm sieve                    | +/- 1.0%  |

## SECTION 402 - PAVEMENT SMOOTHNESS

**402.00 Smoothness Projects** Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box

**402.01 Pavement Smoothness** The final pavement surface shall be evaluated for smoothness using a Class I or Class II profiler as defined by ASTM E950 (94). Smoothness measurements will be expressed in terms of the International Roughness Index (IRI) as defined by the World Bank, in units of inches/mile.

402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If equal to or greater than one-half the normal lot size, it will be tested as a separate lot.

402.03 Acceptance Testing The Department will conduct Acceptance testing following completion of the surface course. Sections to be excluded from testing include the following:

- Bridge decks and joints (no smoothness measurements will be taken within 30 m [100 ft] of bridge joints)
- Acceleration and deceleration lanes
- Shoulders and ramps
- Side streets and roads
- Within 30 m [100 ft] of transverse joints at the beginning and end of the project
- Within 30 m [100 ft] of railroad crossings
- Urban areas with speed limits of 50 kph [30 mph] or lower

Each lot shall have 2 measurements made in each wheel path. The average of the 4 measurements will determine the smoothness for that lot.

The smoothness measurements will be statistically evaluated for pay factors as described in Subsection 106.7 - Quality Level Analysis, using the specification limits shown below.

| ACCEPTANCE LIMITS |                        |
|-------------------|------------------------|
| Level             | USL                    |
| I                 | 0.95 m/km [60 in/mile] |
| II                | 1.10 m/km [70 in/mile] |
| III               | 1.25 m/km [80 in/mile] |

Computation of Smoothness Pay Adjustment:

$$PA = (PF-1.0)(Q)(P)$$

where:

Q = Quantity of surface course in the Lot (excluding shoulders, side streets, bridge decks, ramps, acceleration and deceleration lanes)

PF = smoothness pay factor for the Lot

P = Contract unit price for surface pavement

PA = pay adjustment

402.04 Unacceptable Work In the event that any Lot is found to have a pay factor less than 0.80, the Contractor shall take whatever remedial action is required to correct the pavement surface in that Lot at no additional expense to the Department. Such remedial action may include but is not limited to removal and replacement of the unacceptable pavement. In the event remedial action is necessary, the Contractor shall submit a written plan to the Resident outlining the scope of the remedial work. The Resident must approve this plan before the remedial work can begin. Following remedial work, the Lot shall be retested, and will be subject to the specification limits listed above. The resulting pay factor, if within the acceptable range, will be used in the final pay adjustment. The Contractor shall pay the cost of retesting the pavement following corrective action.

Localized surface tolerance defects will be subject to the provisions outlined in Section 401.101 Surface Tolerances.

Payment will be made under:

| <u>Pay Item</u>                                     | <u>Pay Unit</u> |
|-----------------------------------------------------|-----------------|
| 402.10 Incentive/Disincentive - Pavement Smoothness | Lump Sum        |

## SECTION 403 - HOT BITUMINOUS PAVEMENT

403.01 Description This work shall consist of constructing one or more courses of bituminous pavement on an approved base in accordance with these specifications, and in reasonably close conformity with the lines, grades, thickness and typical cross sections shown on the plans or established.

The bituminous pavement shall be composed of a mixture of aggregate, filler if required, and bituminous material.

403.02 General The materials and their use shall conform to the requirements of Section 401 - Hot Mix Asphalt Pavement.

403.03 Construction The construction requirements shall be as specified in Section 401 - Hot Mix Asphalt Pavement.

In addition, hot bituminous pavement placed on bridges shall also conform to the following requirements.

- a. The mixture shall be composed of aggregate, PGAB and mineral filler but no recycled asphalt pavement and placed in courses as specified in the Special Provisions.
- b. The bottom course shall be placed with an approved rubber mounted bituminous paver of such type and operated in such a manner that the membrane waterproofing will not be damaged in any way.
- c. The top course shall not be placed until the bottom course has cooled sufficiently to provide stability.
- d. The Contractor will not be required to cut sample cores from the compacted pavement on the bridge deck.
- e. After the top course has been placed, the shoulder areas shall be sealed 1 meter [3 ft] wide with two applications of an emulsified bituminous sealer meeting the requirements of Section 702.12 - Emulsified Bituminous Sealing Compound. The first application shall be pre-mixed with fine, sharp sand, similar to mortar sand, as needed to fill all voids in the mix in the area being sealed. The second application may be applied without sand. The sealer shall be carried to the curb at the gutter line in sufficient quantity to leave a bead or fillet of material at the face of the curb. The area to be sealed shall be clean, dry and the surface shall be at ambient temperature.
- f. The furnishing and applying of the required quantity of sealer for the bridge shoulder areas shall be incidental to placing the hot bituminous pavement.
- g. The atmospheric temperature for all courses on bridge decks shall be 10°C [50°F] or higher.

403.04 Method of Measurement Hot bituminous pavement will be measured as specified in Section 401.21- Method of Measurement.

403.05 Basis of Payment The accepted quantities of hot bituminous pavement will be paid for at the contract unit price per Megagram [ton] for the bituminous mixtures, including bituminous material complete in place.

Method A, Method B, Method C and Method D shall be used for acceptance as specified in Section 401 - Hot Mix Asphalt Pavements. (See Complementary Notes, Section 403 - Hot Bituminous Pavement, for Method location).

Payment will be made under:

| <u>Pay Item</u>                                                                                                    | <u>Pay Unit</u> |
|--------------------------------------------------------------------------------------------------------------------|-----------------|
| 403.102 Hot Mix Asphalt Pavement for Special Areas                                                                 | MG [Ton]        |
| 403.206 Hot Mix Asphalt, 25 mm Nominal Maximum Size                                                                | MG [Ton]        |
| 403.207 Hot Mix Asphalt, 19.0 mm Nominal Maximum Size                                                              | MG [Ton]        |
| 403.2071 Hot Mix Asphalt , 19.0 mm Nominal Maximum Size                                                            | MG [Ton]        |
| 403.2072 Asphalt Rich Hot Mix Asphalt, 19.0 mm Nominal Maximum Size<br>(Asphalt Rich Base and Intermediate course) | MG [Ton]        |
| 403.208 Hot Mix Asphalt, 12.5 mm Nominal Maximum Size                                                              | MG [Ton]        |
| 403.2081 Hot Mix Asphalt - 12.5 mm Nominal Maximum Size (PG 70-28)                                                 | MG [Ton]        |
| 403.209 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size<br>(sidewalks, drives, islands & incidentals)                 | MG [Ton]        |
| 403.210 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size                                                               | MG [Ton]        |
| 403.2101 Hot Mix Asphalt - 9.5 mm Nominal Maximum Size (PG 70-28)                                                  | MG [Ton]        |
| 403.2102 Asphalt Rich Hot Mix Asphalt, 9.5 mm Nominal Maximum Size<br>(Asphalt Rich Intermediate course)           | MG [Ton]        |
| 403.211 Hot Mix Asphalt (shimming)                                                                                 | MG [Ton]        |
| 403.212 Hot Mix Asphalt, 4.75 mm Nominal Maximum Size                                                              | MG [Ton]        |
| 403.2131 Hot Mix Asphalt, 12.5 mm Nominal Maximum Size, (PG 70-28)<br>(Base and Intermediate Base course)          | MG [Ton]        |
| 403.2132 Asphalt Rich Hot Mix Asphalt, 12.5 mm Nominal Maximum Size<br>(Base and Intermediate Base course)         | MG [Ton]        |



SPECIAL PROVISION  
DIVISION 400  
PAVEMENTS

SECTION 401 - HOT MIX ASPHALT PAVEMENT

The Special Provision 400. Section 401 – Hot Mix Asphalt Pavement, subsection 401.06 – Weather and Seasonal Limitations, has been modified with the following revisions. All sections not revised by this Special Provision shall be as outlined in the Special Provision 400 Pavements, Section 401 – Hot Mix Asphalt Pavement. References to Standard Specifications, Special Provisions, or other documents, shall be determined as the most current version available at the time of bid, or as amended.

401.06 Weather and Seasonal Limitations The following section has been added as follows:

When work is to be performed, either by contract requirement or Contractor option, during conditions defined as “night work”, the Contractor may place Hot Mix Asphalt Pavements greater than one inch in depth as traveled way wearing course in Zone 1 between the dates of May 30<sup>th</sup> and the Saturday following September 1<sup>st</sup>, and in Zone 2 between the dates of May 15<sup>th</sup> and the Saturday following September 15<sup>th</sup>. The wearing course placement may commence provided that the air temperature as determined by an approved thermometer (placed at the paving location) is 10°C [50.0°F] or higher. Once started, the wearing course placement may continue provided that the air temperature as determined by an approved thermometer (placed at the paving location) is at or above 7°C [45.0°F] minimum temperature.

SPECIAL PROVISION  
SECTION 401  
PLANT MIX PAVEMENTS

401.06 Weather and Seasonal Limitations This Section is revised by the addition of the following:

On all sections of overlay with wearing courses less than 25 mm [1 in] thick, the wearing course for the travelway and adjacent shoulders shall be placed between the dates of May 15<sup>th</sup> and the Saturday following September 15<sup>th</sup>.

On all sections of overlay with wearing courses less than 25 mm [1 in] thick, the wearing course for the travelway and adjacent shoulders shall be placed between the dates of June 1<sup>st</sup> and the Saturday following September 1<sup>st</sup> if the work is to be performed, either by contract requirement, or Contractor option, during conditions defined as “nightwork”.

**SPECIAL PROVISION**  
**SECTION 403**  
**HOT MIX ASPHALT OVERLAY**

| Desc. of Course                                                 | Grad Design | Item Number | Bit Cont. % of Mix | Total Thick | No. Of Layers | Comp. Notes  |
|-----------------------------------------------------------------|-------------|-------------|--------------------|-------------|---------------|--------------|
| <b><u>Hotel Road Travel Way, Shoulders &amp; Approaches</u></b> |             |             |                    |             |               |              |
| Wearing                                                         | 12.5mm      | 403.208     | N/A                | 1 ½"        | 1             | 5,8          |
| Binder                                                          | 12.5mm      | 403.213     | N/A                | 1 ½"        | 1             | 5,8          |
| Base                                                            | 19.0mm      | 403.207     | N/A                | 3"          | 1             | 4,8          |
| <b><u>Driveways</u></b>                                         |             |             |                    |             |               |              |
| Wearing                                                         | 12.5mm      | 403.208     | N/A                | 2"          | 1             | 2,5,10,13,14 |

**COMPLEMENTARY NOTES**

2. The incentive/disincentive provisions for density shall not apply. Rollers shall meet the requirements of this special provision. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on bridge decks.
4. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at 50 gyrations.
5. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at 75 gyrations.
8. Section 106.6 Acceptance, (2) Method B.
10. Section 106.6 Acceptance, (2) Method D.
13. A mixture meeting the gradation of 9.5 mm hot mix asphalt may be used at the option of the contractor.
14. A mixture meeting the requirements of section 703.09 Grading 'D', with a minimum PGAB content of 6%, and the limits of Special Provision 401, Table 9 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the department for approval.

**Tack Coat**

A tack coat of emulsified asphalt, RS-1, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.025 gal/yd<sup>2</sup>, and on milled pavement approximately 0.05 gal/yd<sup>2</sup>, prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim / intermediate course and the surface course, at a rate not to exceed 0.025 gal/yd<sup>2</sup>.

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

**SPECIAL PROVISION**  
**SECTION 501**  
**FOUNDATION PILES**  
**(Rock Injector Pile Tip)**

Subsection 501.10 Prefabricated Pile Tips of the Standard Specifications is amended as follows:

Pile tips for use on all piles shall be Rock Injector HP-80500 Pile Point, manufactured by Associated Pile and Fitting or approved equal. Material specifications, attachment of pile tips and seating of the piles shall be in accordance with Manufacturer's recommendations and in accordance with the Standard Specifications.

Payment will be made under:

| <u>Pay Item</u> | <u>Description</u>              | <u>Pay Unit</u> |
|-----------------|---------------------------------|-----------------|
| 501.903         | Pile Tips – Rock Injector Point | Each            |

SPECIAL PROVISION  
SECTION 502  
 STRUCTURAL CONCRETE  
 (QC/QA Acceptance Methods)

| CLASS OF<br>CONCRETE | ITEM<br>NUMBER | DESCRIPTION                                                       | P     | METHOD |
|----------------------|----------------|-------------------------------------------------------------------|-------|--------|
| A                    | 502.21         | Structural Concrete, Abutments and<br>Retaining Walls             | \$400 | A      |
| A                    | 502.26         | Structural Concrete Roadway and Sidewalk<br>Slab on Steel Bridges | \$400 | A      |
| LP                   | 502.49         | Structural Concrete Curbs and Sidewalks                           |       | C      |
| LP                   | 526.3401       | Permanent Concrete Transition Barrier -<br>Modified               |       | C      |
| A                    |                | Abutment Incidental Self Consolidating<br>Concrete                |       | C      |
|                      |                |                                                                   |       |        |
|                      |                |                                                                   |       |        |

P values listed above reflect the price per cubic yard (yd<sup>3</sup>) for all pay adjustment purposes.

SPECIAL PROVISION  
SECTION 502  
STRUCTURAL CONCRETE  
(Concrete Wearing Surface)

The following shall be added to Sections:

**502.14 Finishing Concrete Surfaces**

F. Concrete Wearing Surface

General

The concrete wearing surface shall have a transverse groove finish.

Terminate grooves 12” away from the vertical face of curb or parapet.

During the grooving operations, the Resident will verify, at random, that the minimum grooved depth is being achieved. Should the Resident determine the minimum groove depth is not being achieved; the Contractor shall stop grooving operations and make all adjustments necessary.

Transverse Saw Cut Grooving of Concrete Wearing Surface

Description A transverse saw cut finish applied to the concrete wearing surface after the specified curing period has elapsed.

Materials A multi-bladed diamond wet saw using circular saw blades shall be used. The Resident may allow the use of a single blade, circular saw equipment, where it is determined such equipment is necessary to complete the work as required. The equipment the Contractor proposes to use will be subject to the approval of the Resident, prior to use.

Construction Requirements Saw cutting may begin only after the specified curing period has elapsed. Transverse grooves shall be cut perpendicular to the centerline of the roadway using a single pass. Cut all grooves in a rectangular shape conforming to the following dimensions:

Width: 1/8” +/- 1/32”

Depth: 1/4” +/- 1/16”

The grooves shall be randomly spaced. The random spacing shall range from 1 1/4" to 2", with 50% of the spacings being less than or equal to 1 1/2". The Contractor shall submit a spacing pattern to the Resident for approval.

An example of an acceptable random pattern is 1 1/4, 1 1/2, 1 3/8, 1 1/4, 1 3/4, 1 1/2, 2, 2, 1 1/2, 1 1/4, 1 3/8, 2, 1 5/8, 1 1/4, 1 1/2, 1 1/2, 1 3/4, 2, and 1 5/8 all spaces measured in inches. Spacings should not be based solely on multiples of 1/4", because the result will not be truly random [e.g., do not use a pattern such as 1 1/4, 1 1/4, 1 3/4, 2, 1 1/2, 2, 2, etc.)].

The Contractor will supply the Resident with two (2) accurate, easily readable gauges with which to verify groove depth. Deliver the gauges and applicable manufacturer's instructions for use, if necessary, no later than one week prior to the anticipated start of grooving operations.

Slurry, or debris, from the grooving operation will not be allowed to accumulate or harden and shall be prevented from flowing into drains, onto the roadway slopes or body of water below the bridge. Residue shall be continuously removed. The slurry, or debris, shall be disposed of properly by the Contractor.

**502.18 Method of Measurement** The quantity will not be measured directly for payment.

**502.19 Basis of Payment** Payment for finishing a concrete wearing surface with transverse grooves will include, but not limited to, all materials, equipment and labor to perform the work and shall be considered incidental to item 502.26 Structural Concrete Roadway and Sidewalk Slab on Steel Bridges.

SPECIAL PROVISION  
SECTION 502  
STRUCTURAL CONCRETE  
(Quality Level Analysis)

502.01 Description In second sentence, replace "...METHOD B Small Quantity Product Verification..." with "...METHOD B Statistical Acceptance..."

502.05 Composition and Proportioning Delete Table 1 and replace with the following;

TABLE 1- Methods A, B, and C

| Concrete CLASS | Compressive Strength (PSI) |       | Permeability (COULOMBS) |       | Entrained Air (%) |     | Notes     |
|----------------|----------------------------|-------|-------------------------|-------|-------------------|-----|-----------|
|                | LSL                        | USL   | LSL                     | USL   | LSL               | USL |           |
| S              | 2,900                      | N/A   | N/A                     | N/A   | 6.0               | 8.5 | 1, 5      |
| A              | 4,350                      | ----- | -----                   | 2,400 | 6.0               | 8.5 | 1,2,5,6   |
| P              | -----                      | ----- | -----                   | ----- | 5 ½               | 7 ½ | 1,2,3,4,5 |
| LP             | 5,075                      | ----- | -----                   | 2,000 | 6.0               | 8.5 | 1,2,5,6   |
| Fill           | 2,900                      | N/A   | N/A                     | N/A   | N/A               | N/A | 6         |

502.503 Delete and replace with the following;

"502.0503 Quality Assurance METHOD B The Department will determine the acceptability of the concrete through a quality assurance program.

The Department will take Quality Assurance samples a minimum of once per subplot on a statistically random basis. Quality Assurance tests will include compressive strength, air content and permeability.

Concrete sampling for quality assurance tests will be taken at the discharge point, with pumped concrete sampling taken at the discharge end of the pump line.

Lot Size A lot size shall consist of the total quantity represented by each class of concrete in the Contract, except in the case when the same class of concrete is paid for under both lump sum items and unit price items in the Contract; in this case, the lump sum item quantities shall comprise 1 lot and the unit price item quantities shall comprise a separate lot. A lot shall consist of a minimum of 3 and a maximum of 10 sublots. If a lot is comprised of more than 10 sublots, sized in accordance with Table #3, then this quantity shall be divided equally into 2, or more, lots such that there is a minimum of 3 and a maximum of 10 sublots per lot. If there is insufficient quantity in a lot to meet the recommended minimum subplot size, then the lot shall be divided into 3 equal sublots.



Sublot Size, General The size of each sublot shall be determined in accordance with Table #3. The Resident may vary sublot sizes based on placement sizes and sequence.

Sublot Size, Unit Price Items Sublot sizes will initially be determined from estimated quantities. When the actual final quantity of concrete is determined: If there is less than one-half the estimated sublot quantity in the remaining quantity, then this quantity shall be combined with the previous sublot, and no further Acceptance testing will be performed; if there is more than one-half the estimated sublot quantity in the remaining quantity, then this quantity shall constitute the last sublot and shall be represented by Acceptance test results. If it becomes apparent part way through a lot that, due to an underrun in quantity, there will be an insufficient quantity of concrete to comprise three sublots, then the Resident may adjust the sizes of the remaining sublots and select new sample locations based on the revised estimated quantity of concrete remaining in the lot.

Sublot Size, Lump Sum Items Each lot shall be divided into sublots of equal size, based on the estimated quantity of concrete.

TABLE 3

| Quantity m <sup>3</sup> [cy] | Recommended Sublot Size m <sup>3</sup> [cy] |
|------------------------------|---------------------------------------------|
| 0-400 [0-500]                | 40 [50]                                     |
| 401-800 [501-1000]           | 60 [75]                                     |
| 801-1600 [1001-2000]         | 80 [100]                                    |
| 1601 [2001] or greater       | 200 [250]                                   |

Determination of the concrete cover over reinforcing steel for structural concrete shall be made prior to concrete being placed in the forms. Bar supports, chairs, slab bolsters, and side form spacers shall meet the requirements of Concrete Reinforcing Steel Institute (CRSI) Manual of Standard Practice, Chapter 3 Section 2.5 Class 1, Section 2.6 Class 1A, or Section 4. All supports shall meet the requirements for type and spacing as stated in the CRSI Manual of Standard Practice, Chapter 3. Concrete will not be placed until the placing of the reinforcing steel and supports have been approved by the Resident. If the Contractor fails to secure Department approval prior to placement, the Contractor's failure shall be cause for removal and replacement at the Contractor's expense. The Contractor shall notify the Resident, at least 48 hours prior to the placement, when the reinforcing steel will be ready for checking. Sufficient time must be allowed for the checking process and any needed repairs.

Evaluation of materials will be made using the specification limits in Table 1.

Compressive strength tests will be completed by the Department in accordance with AASHTO-T22 at  $\geq 28$  days, except that no slump will be taken. The average of two concrete cylinders per sublot will constitute a test result and this average will be used to determine the compressive strength for pay adjustment computations.

Testing for Entrained Air in concrete, at the rate of one test per subplot, shall be in accordance with AASHTO T152.

Rapid Chloride Permeability test specimens will be completed by the Resident in accordance with AASHTO T-277 at an age  $\geq 56$  days. Two 100 mm x 200 mm [4 in x 8 in] cylinders will be taken per subplot placed.

Surface Tolerance, Alignment and Trueness, Plumb and Batter, and Finish will be measured as described in Section 502.0502.

Rejection by Resident For an individual subplot with a calculated pay factor of less than 0.80, the Department will, at its sole discretion:

A. Require the Contractor to remove and replace the entire affected placement with concrete meeting the Contract requirements at no additional expense to the Department, or

B. Accept the material, at a reduced payment as determined by the Department. (See also Section 502.191)

For a lot in progress, the Contractor shall discontinue operations whenever one or more of the following occurs:

A. The pay factor for any property drops below 1.00 and the Contractor is taking no corrective action

B. The pay factor for any property is less than 0.90

C. The Contractor fails to follow the QC Plan”

502.18 Method of Measurement Under Section E. make the following change from “...Method A, and under Section 502.19...” to “...Method A, Section 502.0503- Quality Assurance Method B, and under Section 502.19...”

502.19 Basis of Payment Modify the first sentence of the seventh paragraph from “...accepted under Method A.” to “...accepted under Method A and Method B.”

502.191 Pay Adjustment for Compressive Strength Add the following as the second sentence to the first paragraph; “Pay factors (PF) for pay adjustments for compressive strength will be determined using the Quality Level Analysis as specified in Section 106.”

502.192 Pay Adjustment for Chloride Permeability Delete and replace with the following;

“Pay factors (PF) for pay adjustments for Chloride Permeability will be determined using the Quality Level Analysis as specified in Section 106.

Values greater than 4000 coulombs shall be subject to rejection and replacement at no additional cost to the Department.”

502.193 Pay Adjustment for Air Content Delete and replace with the following;

“Pay factors (PF) for pay adjustments for air content will be determined using the Quality Level Analysis as specified in Section 106.”

Add the following Section;

“502.195 Pay Adjustments for Compressive Strength, Chloride Permeability and Air Content The Composite Pay Factor (CPF) for each lot of concrete shall be computed as follows:

$$\text{CPF} = [(\text{Compressive Strength PF}-1)(0.20)] + [(\text{Air Content PF}-1)(0.40)] \\ + [(\text{Chloride Permeability PF}-1)(0.40)]$$

The pay adjustment for each lot of concrete shall be computed as follows:

$$\text{Lot Pay Adjustment} = P \times \text{CPF} \times \text{Lot Size}$$

There will be no positive pay adjustments for Method B Concrete.”

## SECTION 506- SHOP APPLIED PROTECTIVE COATING - STEEL

506.01 Description This work shall consist of applying protective coating to steel substrate in accordance with the Plans and this Specification. The protective coating system shall be as specified on the Plans.

ALL REQUIREMENTS IN THIS SPECIFICATION ARE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS NOTED OTHERWISE.

506.02 Materials Materials shall comply with the requirements of the respective Subsections of this Specification.

506.03 Submittals Submit the following, as applicable:

- A. The manufacturer's product data sheet for the specified protective coating system(s).
- B. Material Safety Data Sheets.
- C. Facility Certification, Endorsement or other Qualification(s)
- D. Quality Control Plan
- E. Quality Control Inspector (QCI) qualifications

506.04 General Specifications Specifications for the protective coating and/or protective coating systems are:

|                          |                                   |
|--------------------------|-----------------------------------|
| Zinc Rich Coating System | Subsections 506.10 through 506.19 |
| Hot-Dip Galvanizing      | Subsections 506.20 through 506.29 |

506.05 Inspection Quality Control (QC) is the responsibility of the Contractor. Inspect all aspects of the work and supervise all sampling, measurements and testing. Record measurements and test results in a clear and legible manner in a format acceptable to the Fabrication Engineer. Reject materials and workmanship that do not meet Contract requirements. The QCI may perform sampling, measurements and testing in addition to the minimum required. Make the results of all sampling, measurements and testing available to the Quality Assurance Inspector (QAI).

Training in surface preparation, coatings application, and inspection is required for QCI's. Acceptable training includes one or more of the following:

- A. National Association of Corrosion Engineers (NACE) International: Coating Inspector Program Level 1 (minimum)
- B. SSPC BCI Coatings Inspection Training and Certification for the Bridge Industry: (Level I without certification), or Level II
- C. Other training that is acceptable to the Department.

Quality Assurance (QA) is the prerogative of the Department. The QAI's responsibility is to ensure that the QC personnel are performing acceptably, verify documentation, periodically inspect workmanship and witness sampling, measurements and testing. The QAI will schedule measurements and testing deemed necessary by the Resident in addition to the minimum requirements in a manner that minimizes interference with the production schedule.

The QAI has the authority to reject material or workmanship that does not meet the Contract requirements. The acceptance of material or workmanship by the QAI will not preclude subsequent rejection, if found unacceptable by the Department.

506.06 Non-Conforming Work Submit a non-conformance report to the Fabrication Engineer describing the deficiencies and proposed solution. Correct or replace rejected coatings as directed by the Fabrication Engineer.

506.07 Facilities for Inspection Provide a private office at the fabrication plant for the Department's inspection personnel, or QAI's. The office shall be in close proximity to the work. The office shall be climate controlled to maintain the temperature between 68° F and 75° F and have the exit(s) closed by a door(s) equipped with a lock and 2 keys which shall be furnished to the Inspector(s).

The QAI's office shall meet the following minimum requirements:

| <u>Description</u>                                                       | <u>Quantity</u> |
|--------------------------------------------------------------------------|-----------------|
| Office area (minimum ft <sup>2</sup> )                                   | 100             |
| Drafting Table Surface (ft <sup>2</sup> )                                | 35              |
| Drafting stools-each                                                     | 1               |
| Office Desk                                                              | 1               |
| Ergonomic Swivel Chairs                                                  | 1               |
| Folding Chairs                                                           | 2               |
| High-speed internet connection (ports) or wireless                       | 1               |
| Fluorescent Lighting of 100 foot-candles minimum for all work areas      | 2               |
| 110 Volt 60 Cycle Electric Wall Outlets                                  | 3               |
| Wall Closet                                                              | 1               |
| Waste Basket with trash bags                                             | 1               |
| Broom                                                                    | 1               |
| Dustpan                                                                  | 1               |
| Water Cooler                                                             | 1               |
| Cleaning materials-floor, surfaces, windows, for duration of the project |                 |

The Contractor will be responsible for disposing of trash and supplying commercially bottled water for the water cooler.

The QAI has the option to reject any furniture or supplies provided to the QAI's office, based on general poor condition.

Provide parking space for the QAI(s) in close proximity to the entrance to the QAI's office. Maintain the pathway between the parking area and the QAI's office so that it is free of obstacles, debris, snow and ice.

The facilities and all furnishings shall remain the property of the Contractor upon completion of the Work. Payment for the facilities, heating, lighting, telephone installation, internet connection, basic monthly telephone and internet charges and all furnishings shall be incidental to the Contract.

Failure to comply with the above requirements will be considered denial of access to the Work for the purpose of inspection. The Department will reject all Work done when access for inspection is denied.

506.08 Applicator Qualification Shop-applied paint systems shall be applied by applicators that hold a current AISC Sophisticated Paint Endorsement (SPE) or are qualified in accordance with SSPC-QP3, *Standard Procedure for Evaluating Qualifications of Shop Painting Applicators*. For specialty items, the Fabrication Engineer may accept other shop qualifications based on experience and/or an audit by the Department. Thermal Spray Coating (TSC), including sealers and top coating, fusion bonded coatings and hot-dip galvanizing shall be applied in facilities with a minimum of five years experience of satisfactory performance.

506.09 Inspection Measure and record the following, as applicable to the coating application, in a Job Control Record (JCR):

- A. Surface preparation - cleanliness and anchor profile.
- B. Environmental conditions – ambient temperature, surface temperature, relative humidity, dew point.
- C. Coating batch and/or lot number, date of manufacture and shelf life.
- D. Mixing/thinning.
- E. Dry Film Thickness (DFT) for each coat.
- F. Cure data-time/temperature/relative humidity.
- G. Final inspection and acceptance by the QCI.

Submit the format for the JCR to the Fabrication Engineer for review prior to beginning application of protective coating.

Provide work area illumination as follows:

| Work Area Illumination Requirements in Foot Candles |         |             |
|-----------------------------------------------------|---------|-------------|
| Description of Work                                 | Minimum | Recommended |

|                                 |    |     |
|---------------------------------|----|-----|
| General Work Area Illumination  | 10 | 20  |
| Surface Preparation and Coating | 20 | 50  |
| Inspection                      | 50 | 200 |

Provide a light meter that measures illumination in foot candles.

Use *SSPC-VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning* or *SSPC-VIS 3, Guide and Reference Photographs for Steel Surfaces Prepared by Hand and Power Tool Cleaning* as required in order to determine acceptable surface cleanliness.

Measure and record the environmental conditions during application and during the entire curing cycle. Failure to provide accurate and complete environmental data may result in rejection of the coating or an extended cure time as determined by the Fabrication Engineer.

Measure and record the DFT of each coat in accordance with *SSPC-PA 2, Measurement of Dry Coating Thickness with Magnetic Gages (PA 2)*.

#### ZINC RICH COATING SYSTEM

506.10 Description This work shall consist of surface preparation and application of coating systems in accordance with the Plans and this Specification. The color shall be as specified on the Plans.

506.11 Materials Coatings systems shall be from the Northeast Protective Coating Committee (NEPCOAT) Qualified Products List (QPL), list A or B. The list may be found through NEPCOAT's Web page: <http://www.nepcoat.org>.

Provide the paint batch description, lot number, date of manufacture, shelf life and the manufacturer's storage requirements to the QAI. Provide the manufacturer's published data sheet for each coat of the coating system including equipment, surface cleanliness, anchor profile, mixing, thinning, application, and cure time for the entire range of allowable environmental conditions and the DFT.

506.12 Limits of Work Coat all surfaces exposed in the assembled product unless otherwise specified. Apply a mist coat, 0.5 to 1.0 mils, of primer only to surfaces to be embedded in concrete.

Apply primer to faying surfaces of bolted connections that develop a class B slip coefficient in accordance with the "*Specification for Structural Joints Using ASTM A325 or A 490 Bolts*" by the Research Council of Structural Connections (RCSC). Provide documentation to demonstrate that the primer was tested and the requirements were met. Do not exceed the DFT applied for test purposes.

506.13 Surface Preparation Surface cleanliness shall be *SSPC-SP 10, Near-White Blast Cleaning* (SP 10) unless a higher standard of surface cleanliness is required by the manufacturer's published data sheet. Round all corners exposed in the assembled product to approximately a 3/32 inch radius, prior to abrasive blast cleaning. A series of tangents that approximate a radius may be considered as a rounded edge if there are no sharp breaks. Provide radius gauges to inspect corner preparation. The radius shall be the minimum specified above, but not greater than 3/16 inch.

The abrasive blast media shall meet the requirements of *SSPC-AB 1, Mineral and Slag Abrasives*, *AB 2, Cleanliness of Recycled Ferrous Metallic Abrasives* and/or *AB 3, Ferrous Metallic Abrasive*. The anchor profile shall be angular and meet the requirements of the coating manufacturer's published data sheet.

If compressed air is used for abrasive blast cleaning, perform a blotter test ASTM D 4285 at the beginning of each shift and at any time requested by the QAI. Notify the QAI prior to performing the test.

Measure and record the anchor profile in accordance with ASTM D 4417 Method C (replica tape). If the anchor profile fails to meet the minimum requirements, re-blast the substrate until the required anchor profile is achieved. If the anchor profile exceeds the maximum allowed, generate a Non-Conformance Report (NCR) describing the condition of the substrate and a proposed solution and submit it to the Fabrication Engineer for review.

If it has been established to the satisfaction of the QAI that the abrasive blast equipment is capable of providing uniform, acceptable anchor profile, a diminished degree of testing may be allowed at the discretion of the Fabrication Engineer.

The allowable time between abrasive blast cleaning and primer application shall not exceed the manufacturer's published recommendations or one work shift, whichever is less. Any evidence of rust bloom, flash rust or other surface conditions that cause the substrate cleanliness to fall outside the specified cleanliness standard will be rejected. Inspect all substrate immediately prior to coating application. Re-blast steel substrate that does not meet the surface cleanliness requirements.

506.14 Mixing and Application Record the batch and lot numbers of the coating, the type and amount of thinner used, the time and pot life of the coating.

Add thinner in accordance with the manufacturer's published data sheet. Measure thinner with a graduated cup, or other container, that clearly indicates the amount of thinner being added. Record the amount of thinner added. Mix the paint using the method, equipment and time recommended by the coating manufacturer. Mix each component separately and mix all components together for at least the minimum time recommended on the Manufacturer's Product Data Sheet but not less than two minutes.



Measure the environmental conditions in the immediate vicinity of the piece(s) being coated during the coating operation and during the entire cure period. Provide two data loggers capable of measuring ambient humidity and temperature. The data loggers shall come with software that can download the data onto a computer. Print out the data and provide a copy to the QAI for review prior to applying the subsequent coat of paint. Place the data loggers in the immediate vicinity of the coating operation during the entire application and curing cycle. The data will be used to determine that the cure/recoat time requirements for each coat have been met. Failure to comply will result in the coating being cured for the maximum time necessary to assure adequate cure, as determined by the Fabrication Engineer.

Stripe all corners, fasteners, welds and locations with poor access, in accordance with *SSPC-PA 1, Shop, Field and Maintenance Painting of Steel* (PA 1). Do not stripe using inorganic zinc primer (IOZ). Stripe the IOZ primer between the primer and intermediate coats using the intermediate coating.

Apply the coating using equipment recommended in the Manufacturer's Product Data Sheet, or equal. Apply the coating in a uniform manner without sags, runs or drips.

506.15 Dry Film Thickness Measure and record the DFT of each coat in accordance with PA 2. Record the following:

- A. Gauge type/manufacturer/model
- B. Serial number
- C. Coat/shim used for calibration (e.g., Primer Coat or 5 mil shim)
- D. Measurements/spot average/location
- E. Cure time
- F. Non-conforming areas and determination for correction

Each piece or area presented for acceptance, regardless of size, shall be considered a separate structure for purposes of determining the number of spot measurements to be taken, except that large quantities of small parts and/or secondary framing members coated at the same time may be measured at a lesser frequency, as directed by the Fabrication Engineer. When random DFT testing of a large quantity of small parts and/or secondary framing members results in unacceptable DFT's, the Contractor shall have the option of measuring and documenting the DFT of each piece or removing the coating and/or recoating all pieces represented in the production lot.

506.16 Touch-up and Repairs Touch-up is the repair of minor blemishes, including but not limited to, scratches and abrasions that do not penetrate underlying layers of coating. Perform touch-up using the same coating and methods specified in the Manufacturer's Product Data Sheet. Cure the touch-up coating in the same manner as the original coating.

Repair coating damage that penetrates underlying layers in accordance with the Manufacturer's Product Data Sheet and this Specification. Prepare areas to be repaired in a manner that assures the proper adhesion of each coat. Feather back each damaged layer so that each repair coat is continuous with each corresponding existing coat. The topcoat shall be smooth and uniform in appearance. Repair damaged or unacceptable shop coating before the piece is removed from the paint area.

506.17 Handling and Storage Handle coated members in a manner that avoids damage to the coating. Lift and move members using non-metallic slings, padded chains and beam clamps, softeners or by other non-injurious methods. Store painted material in a manner that prevents damage to the coating.

Document damage to the coating that is discovered after the product is loaded for shipment to the job site. Minor damage as a result of handling shall be considered field repair unless, in the opinion of the Fabrication Engineer, the damage is the result of negligence or poor handling methods. Damage that is deemed to be the result of negligence or poor handling methods shall be repaired as directed by the Fabrication Engineer.

506.18 through 506.19- RESERVED

HOT-DIP GALVANIZING  
(Sole and Masonry Plates)

506.20 Description This work shall consist of surface preparation and application of hot-dip galvanizing in accordance with the Plans and this Specification. Hot-dip galvanizing shall meet the requirements of AASHTO M 111/ASTM A 123, *Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel* (A 123), including any applicable requirements listed in Section 2-Referenced Documents. The minimum average coating thickness grade shall conform to Table 1. The frequency of testing shall be in accordance with Section 6. The choice of the test method is the prerogative of the Contractor. Record the test results and provide them to the Department. Provide certification of compliance and written test results to The Department in accordance with A 123 -Section 10.

506.21 Surface Preparation Abrasive blast-clean the steel to a minimum of SSPC-SP 6, *Commercial Blast Cleaning* (SP6) prior to galvanizing. Grind all corners exposed in the assembled product to a 1/16 inch radius prior to galvanizing.

506.22 Repairs Repairs to galvanizing shall be in accordance with ASTM A 780, *Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings* (A 780), Annex A1 or A3. Zinc-rich paints for repairs may only be used with approval of the Fabrication Engineer.

506.23 Top-coating Galvanized Surfaces Areas of galvanized surfaces to be top-coated will be described on the Plans or in the Special Provisions.

Do not use chromate quenching or other types of quenching after galvanizing. Remove runs, sags, dross and other deleterious material from surfaces to be painted. Provide a smooth uniform surface, free of heavy build areas or other discontinuities that will project through the finish coat. Perform repairs to galvanizing in accordance with A 780. Remove visible surface contaminants in accordance with *SSPC-SP 1, Solvent Cleaning* (SP 1) prior to blast cleaning. Blast-clean surfaces to be coated in accordance with *SSPC-SP 7/NACE No.4-Brush-Off Blast-Cleaning* (SP 7). Measure the anchor profile in accordance with *ASTM D 4417 Method C* (replica tape). Record the results in a manner acceptable to the Fabrication Engineer. Assure that the anchor profile corresponds with the anchor profile requirements on the Manufacturer's Product Data Sheet.

506.24 Materials Provide materials in accordance with 506.11.

506.25 Mixing and Application Mix and apply in accordance with 506.14.

506.26 Dry Film Thickness Measure and record the DFT in accordance with 506.15.

506.27 Touch-up and Repairs Perform touch-up and repairs in accordance with 506.16.

506.28 Handling and Storage Handle and store material in accordance with 506.17.

506.29- RESERVED

506.60 Method of Measurement and Basis of Payment. The entire cost of protective coating shall be considered incidental to the bridge component to which it is applied.

SPECIAL PROVISION  
SECTION 507  
RAILINGS  
(Wyoming Steel Bridge Railing)

507.01 Description This section has been amended as follows:

This work shall consist of the furnishing of all materials for, and the construction of, Wyoming Steel Bridge Railing in accordance with these specifications and the lines and grades shown on the plans.

507.02 Materials This section has been replaced in its entirety with the follows:

Materials shall meet the requirements of the following Sections of Division 700 – Materials

|                    |                  |        |
|--------------------|------------------|--------|
| Steel Bridge Rail: | Structural Steel | 713.01 |
|--------------------|------------------|--------|

507.05 Steel Bridge Railing The following is added to this section:

All steel parts shall be abrasive blast-cleaned to SSPC-SP6 and then hot dipped galvanized in accordance with Special Provision 506. Hardware shall be hot dip galvanized in accordance with Special Provision 506.

507.08 Method of Measurement This section is amended as follows:

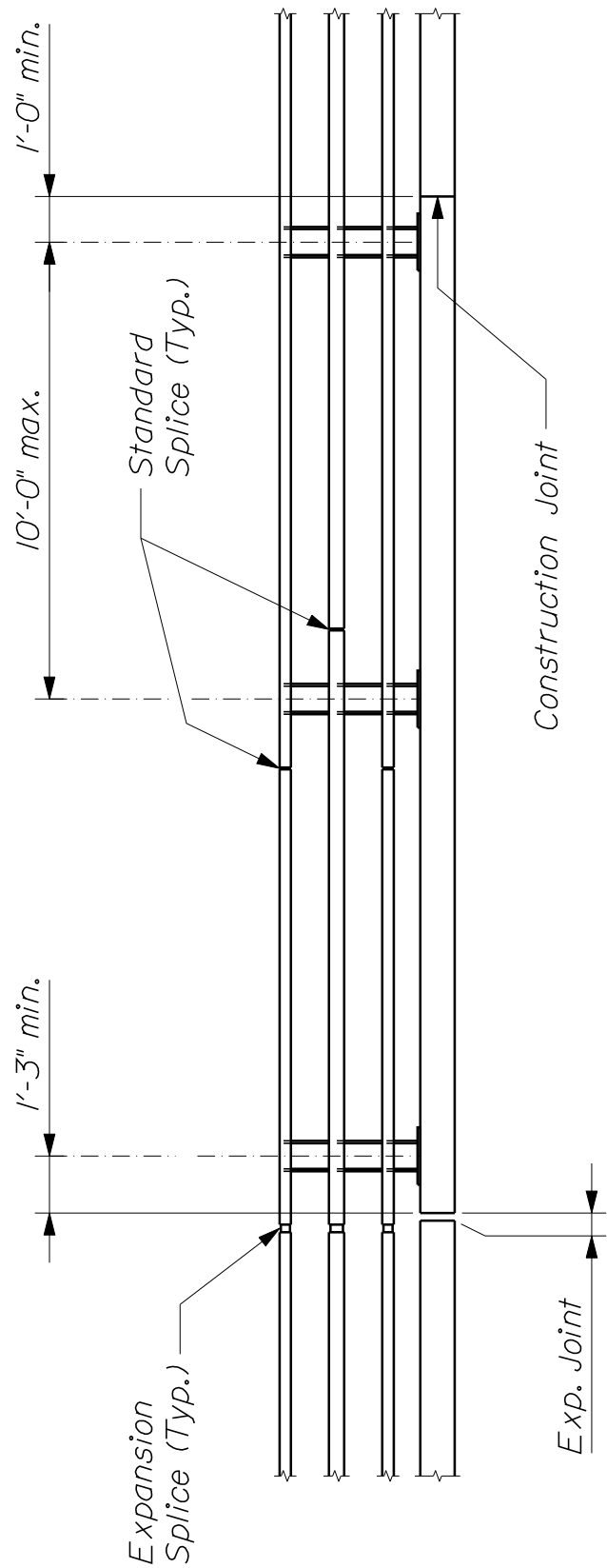
Wyoming Steel Bridge Railing will be measured as one lump sum unit; erected and accepted, in accordance with the dimensions shown on the Plans or as directed by the Engineer.

507.09 Basis of Payment This section is amended as follows:

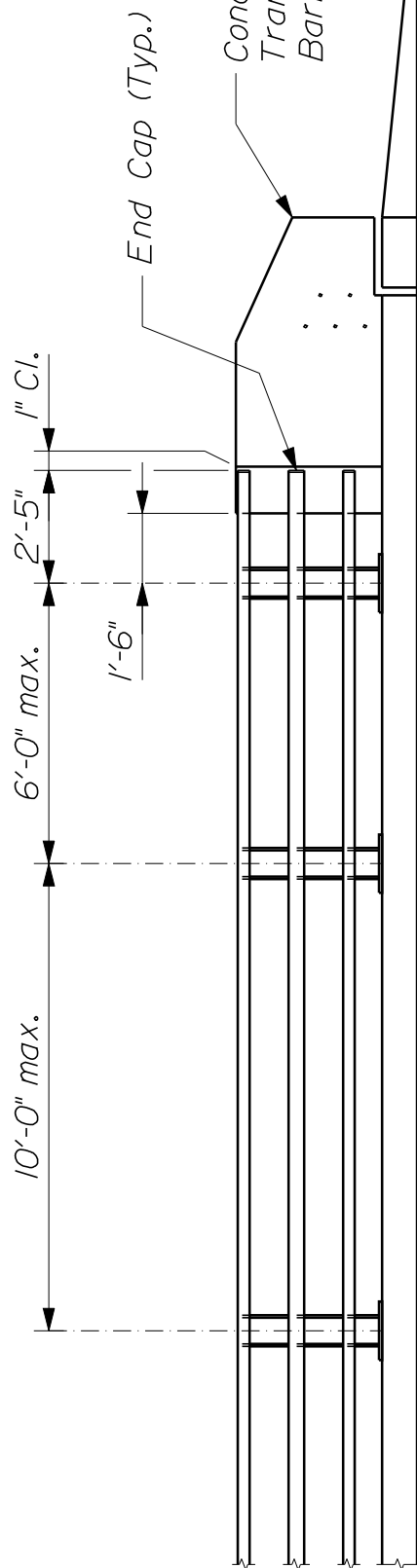
The accepted Wyoming Steel Bridge Railing will include the furnishing of all materials, labor, galvanizing and/or protective coating and incidentals required for the installation of the rail system complete in place.

Payment will be made under:

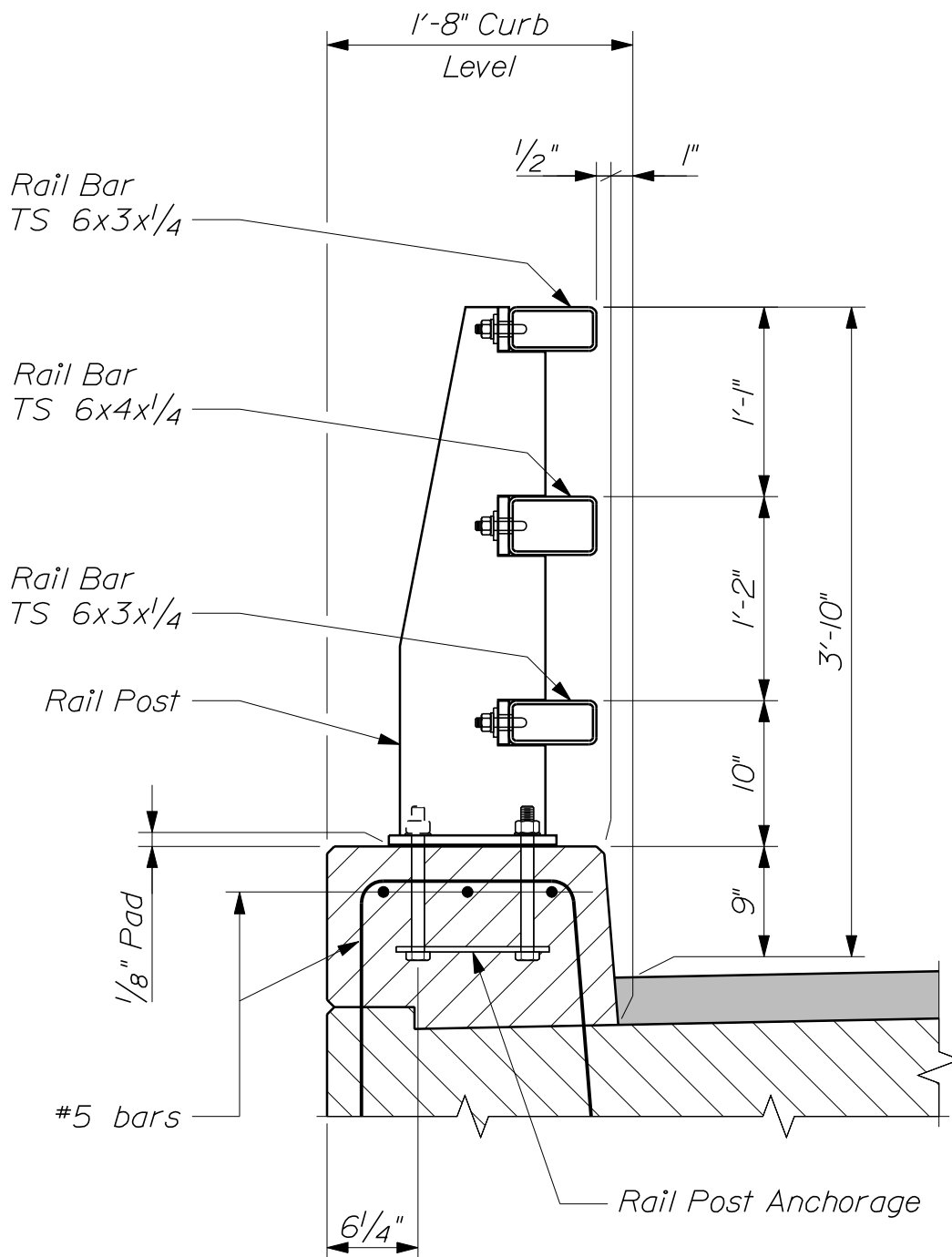
| <u>Pay Item</u>                       | <u>Pay Unit</u> |
|---------------------------------------|-----------------|
| 507.0834 Wyoming Steel Bridge Railing | Lump Sum        |



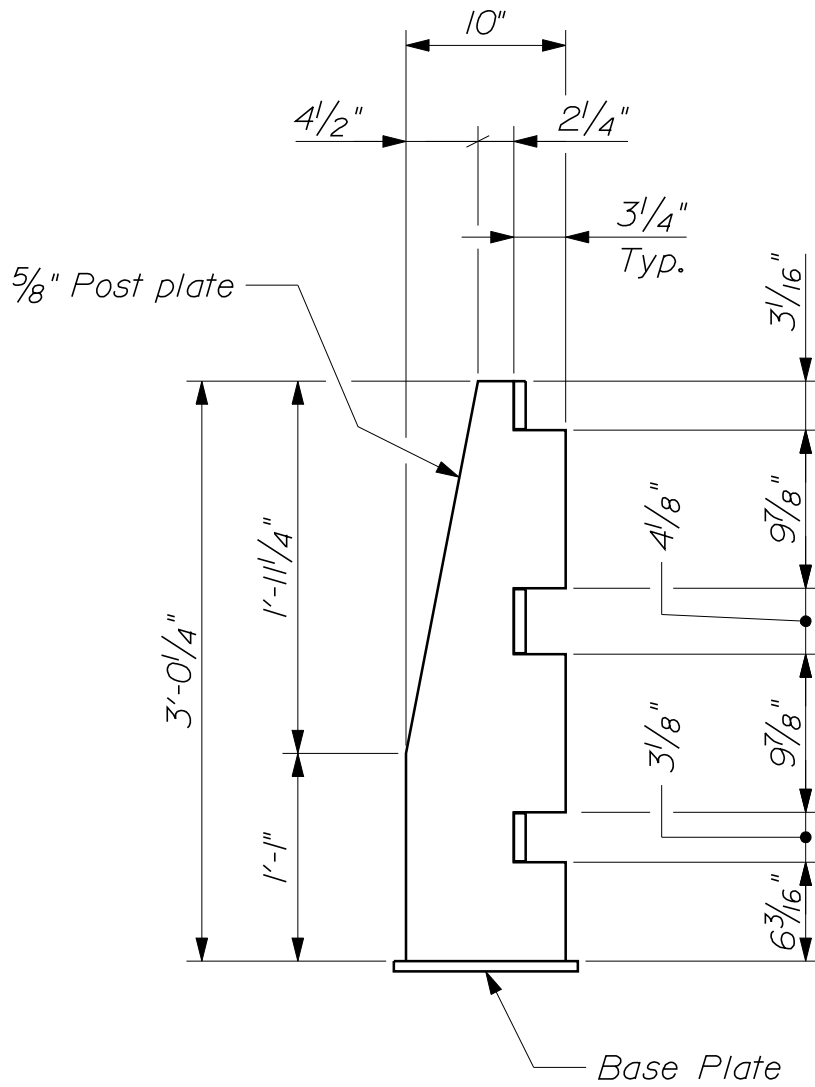
~ BRIDGE RAILING ELEVATION ~



~ BRIDGE RAILING END ELEVATION ~



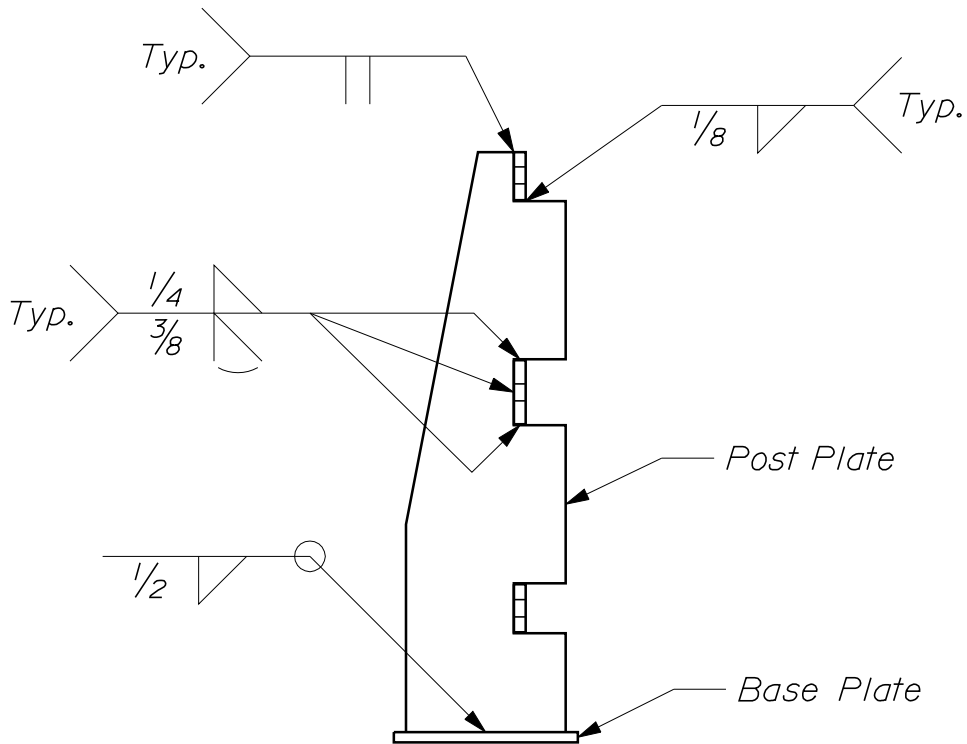
~ TYPICAL RAILING SECTION ~  
(3 - Bar Traffic / Bicycle Railing)



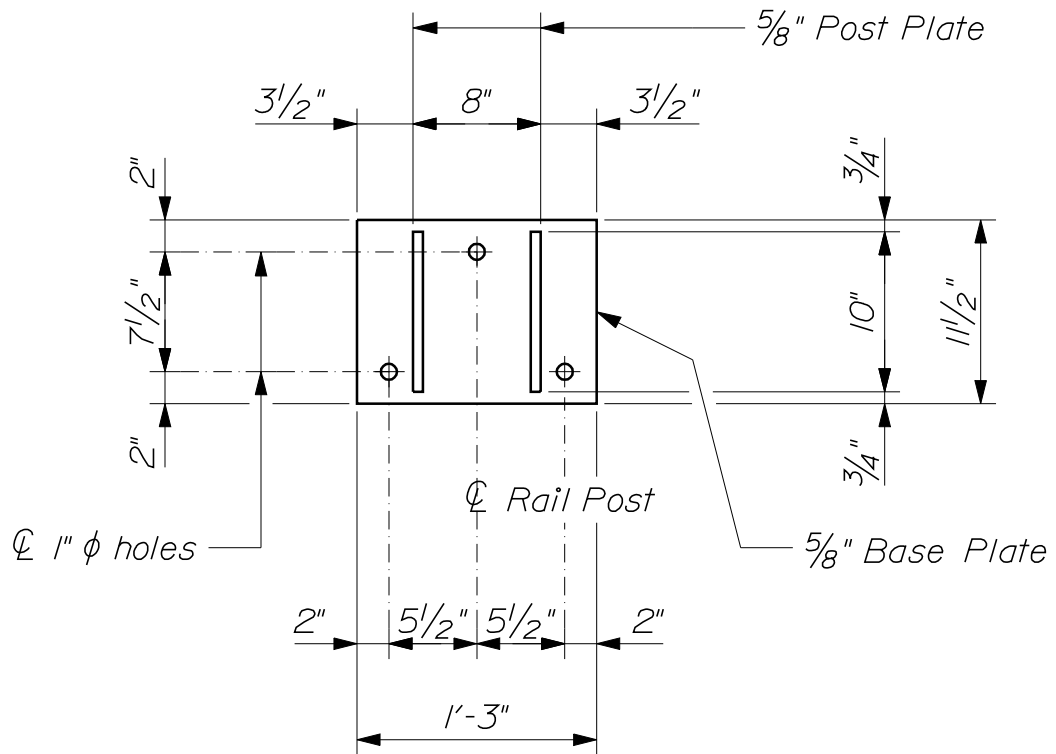
~ 3 - BAR RAIL POST SIDE ELEVATION ~



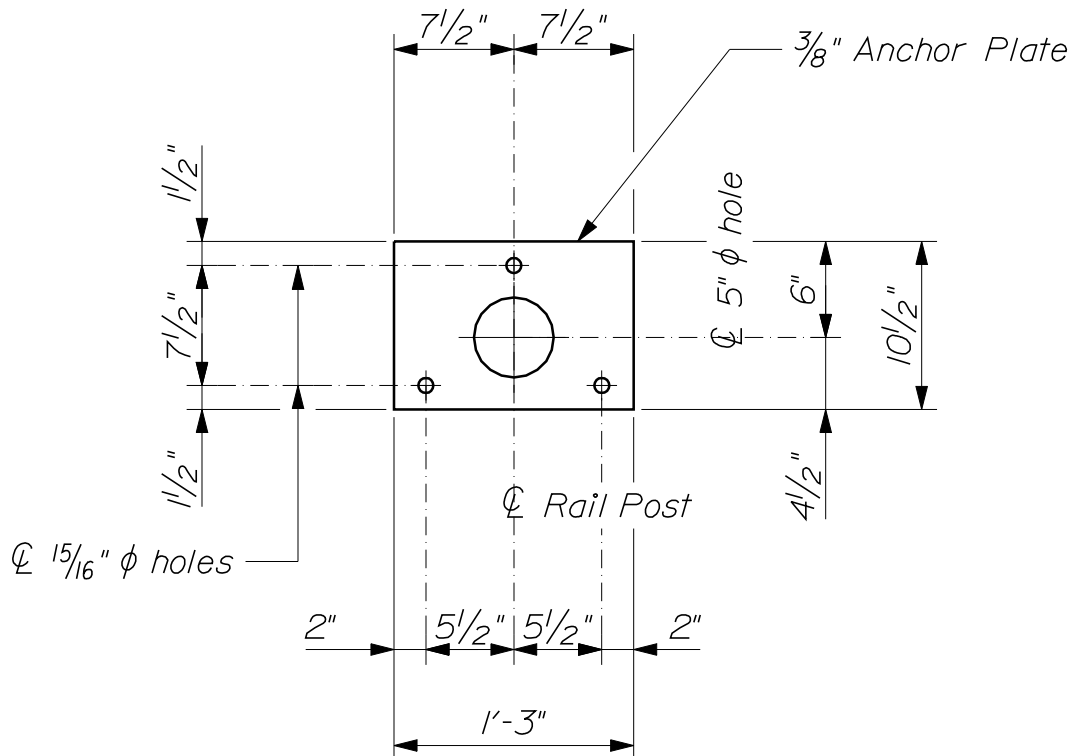




~ RAIL POST WELD DETAIL ~  
 (3 - bar railing shown; 2 - bar railing similar)

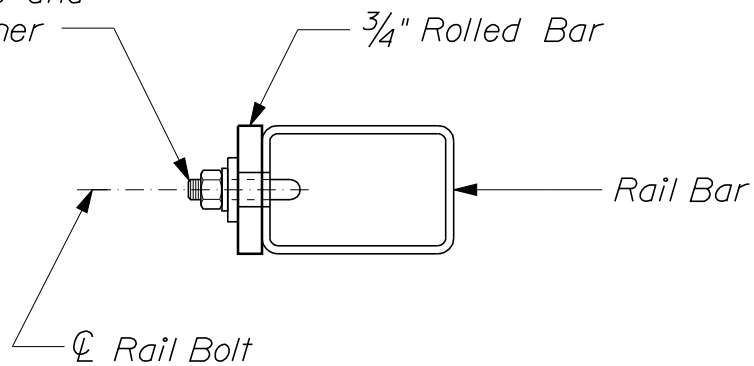


-- RAIL POST PLAN --

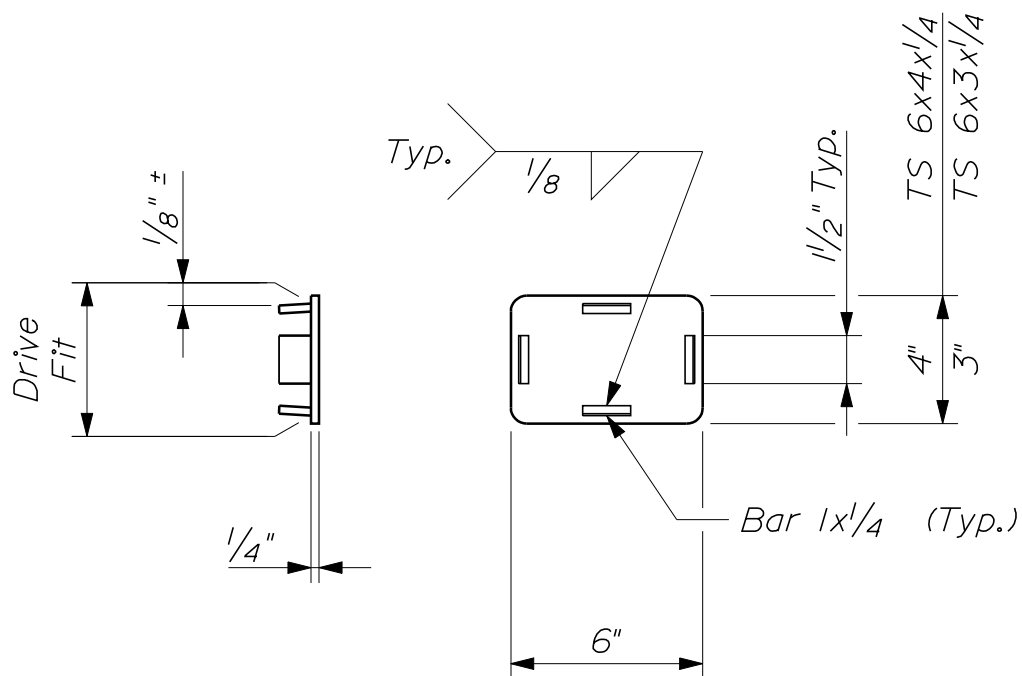


-- ANCHOR PLATE PLAN --

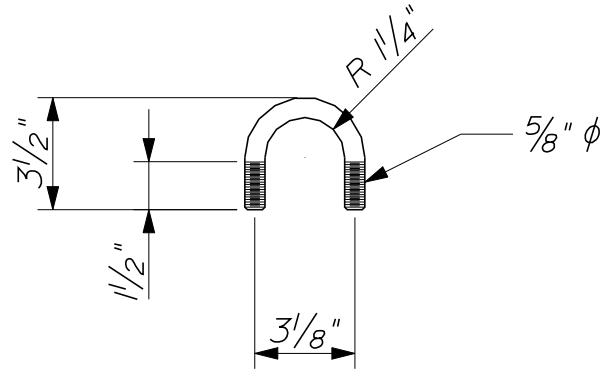
Rail Bolt with 2 ~ nuts,  
2 ~ lock washers and  
1 ~  $\frac{5}{16}$ " plate washer



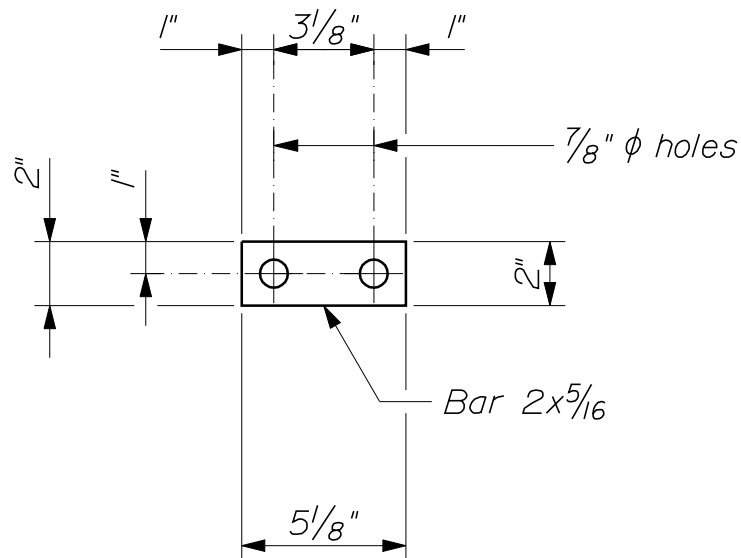
~ RAIL BAR CONNECTION DETAIL ~



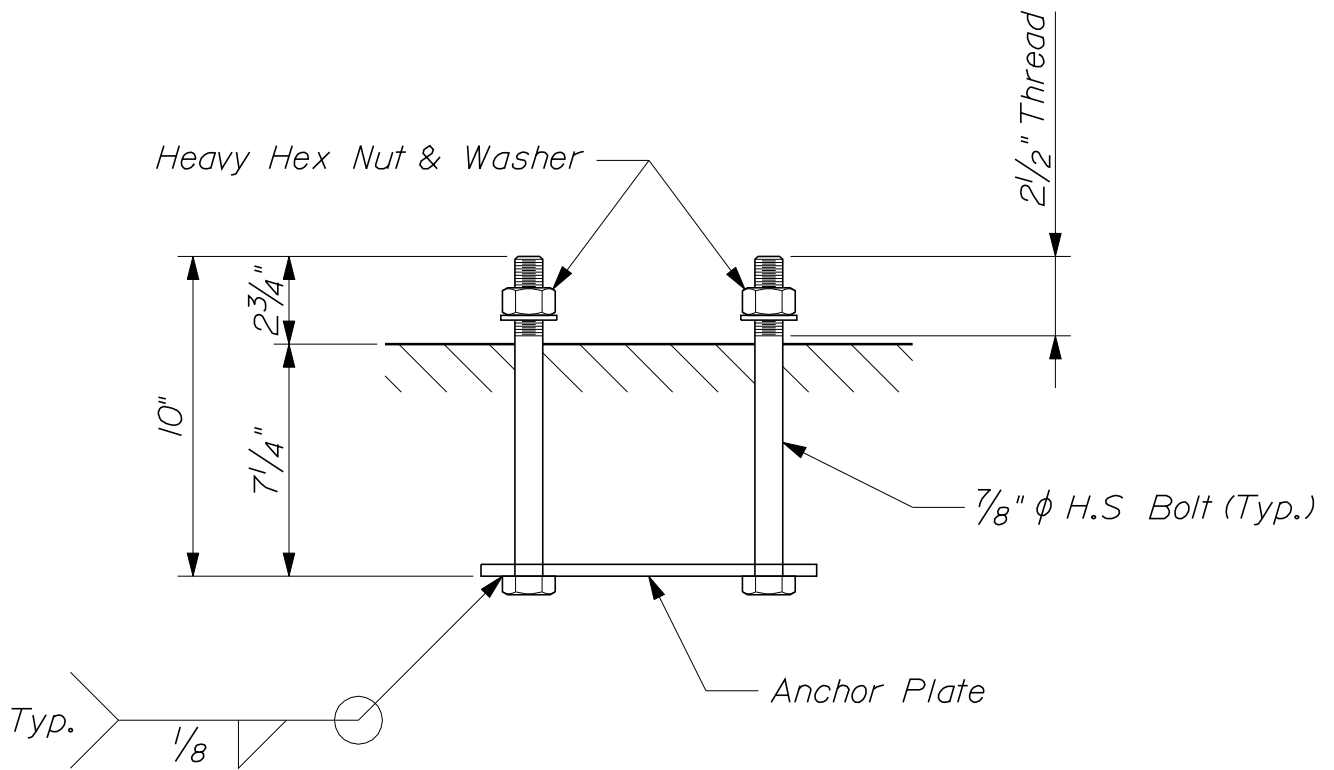
~ RAIL BAR END CAP ~



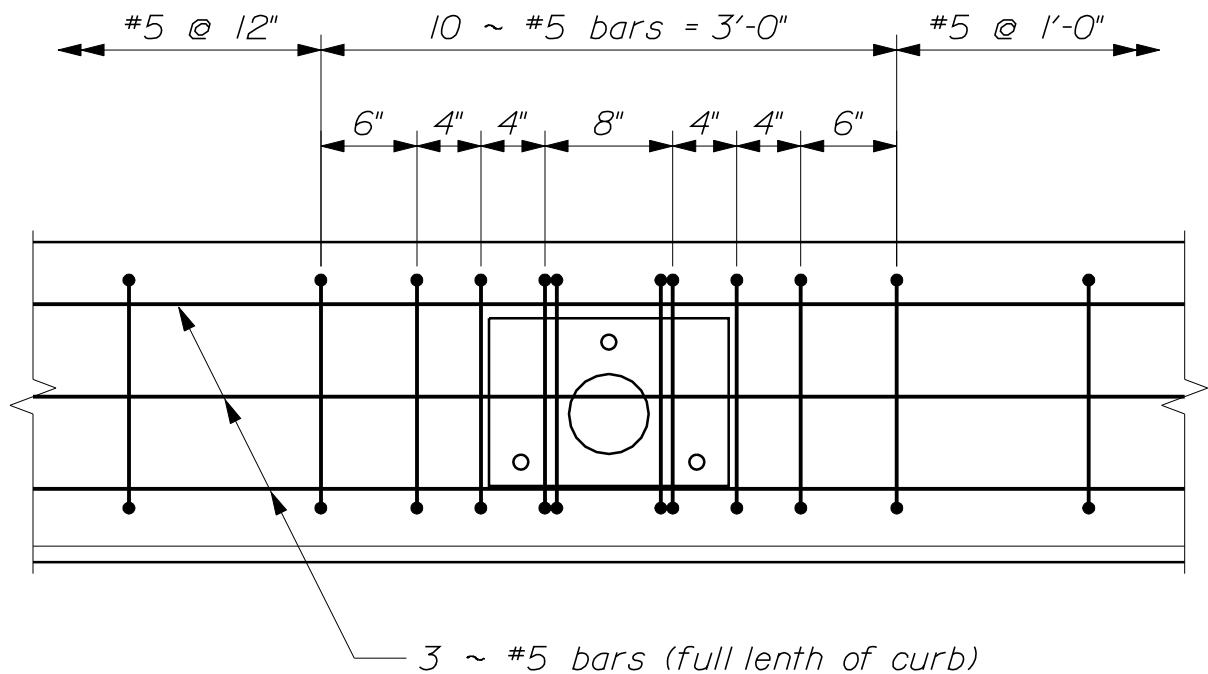
~ RAIL BOLT DETAIL ~



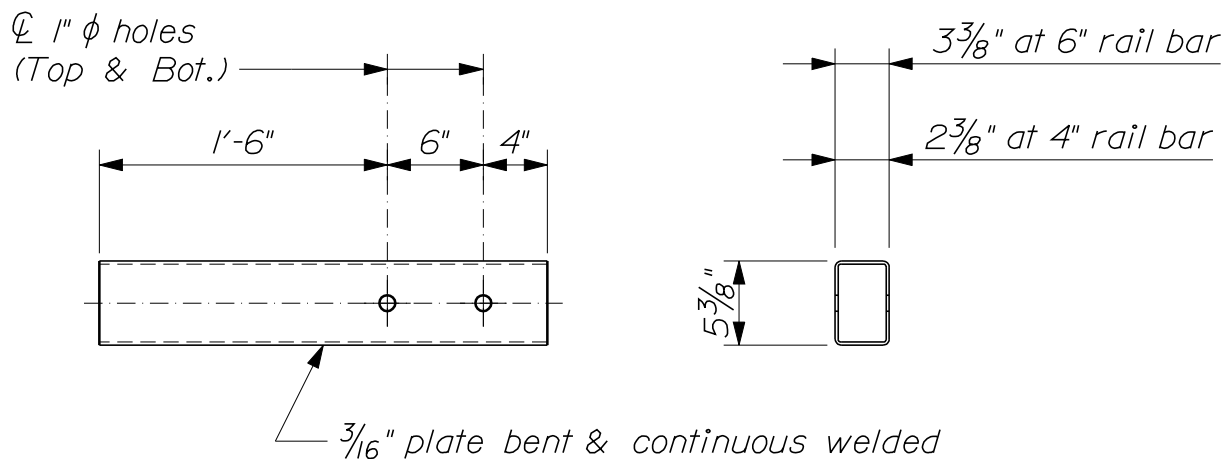
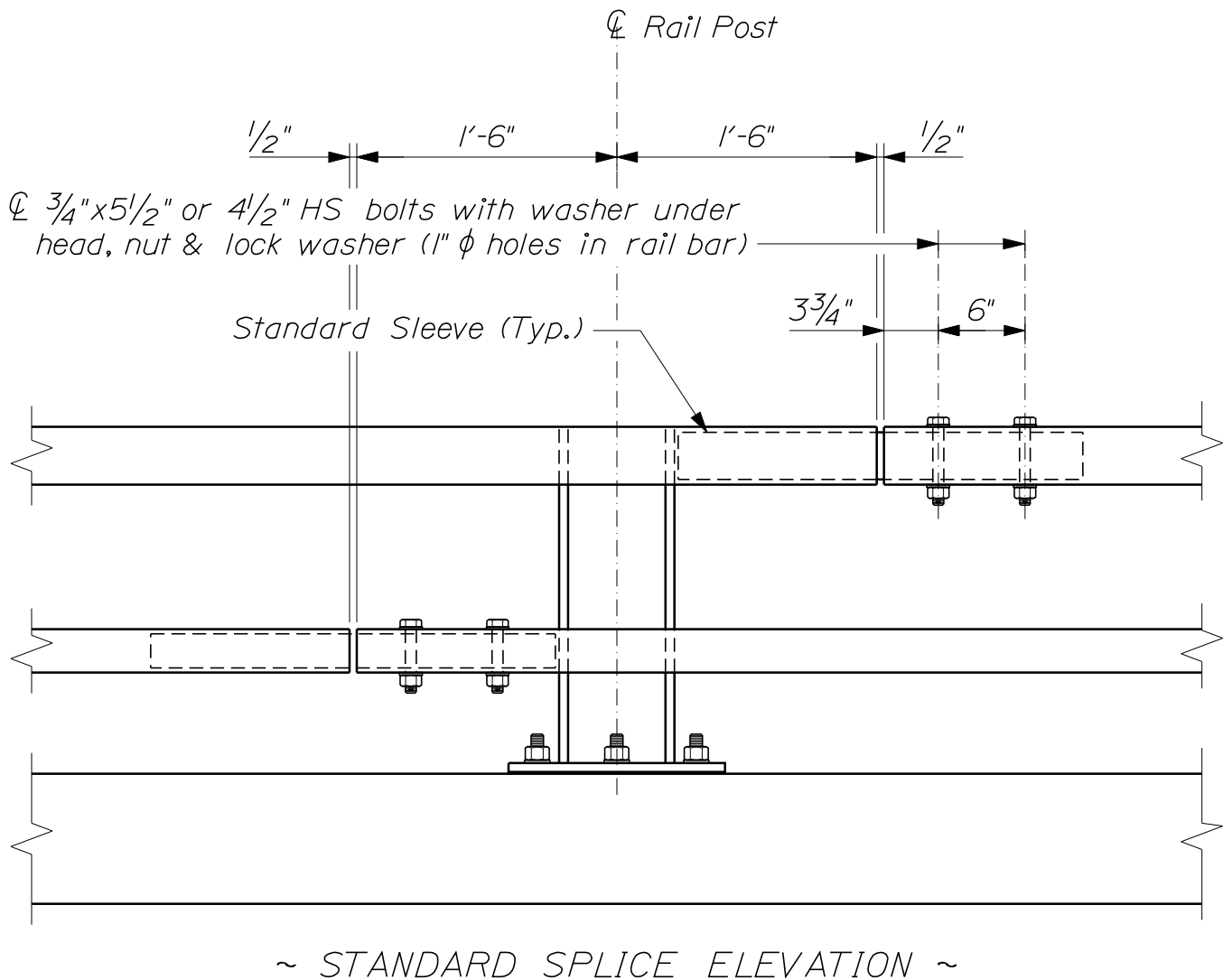
~ PLATE WASHER ~



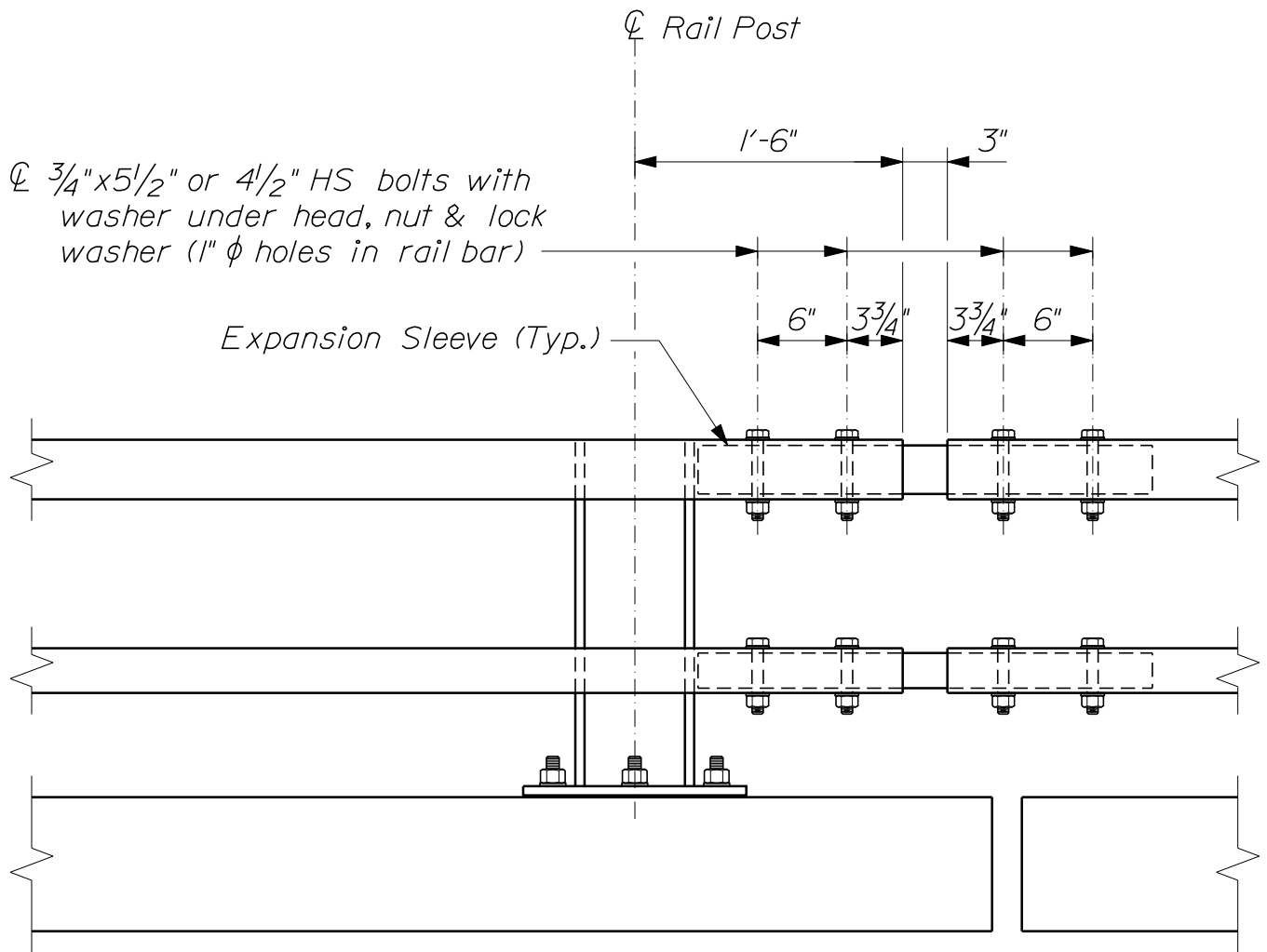
~ RAIL POST ANCHORAGE ~



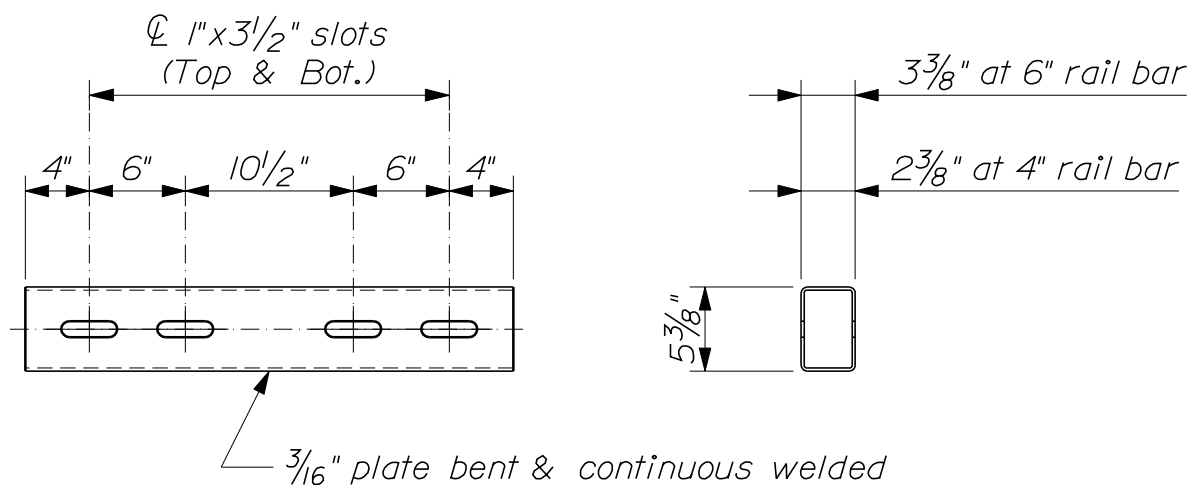
~ CURB REINFORCING PLAN ~



~ STANDARD SLEEVE DETAILS ~



~ EXPANSION SPLICE ELEVATION ~



~ EXPANSION SLEEVE DETAILS ~

## NOTES:

1. All work and materials shall conform to the provisions of Section 507 - Railings of the Standard Specifications.
2. Tubing shall meet the longitudinal CVN requirements of 15 ft. lb. at 0 °F. or proportional values of sub - size specimens. Testing shall be done in accordance with ASTM A 673. The "H" frequency shall be used and the material shall be as - rolled.
3. Twenty - five percent of the post - to - base welds in a production lot shall be tested by the Magnetic Particle Method. If rejectable discontinuities are found, another twenty - five percent of that production lot shall be tested. If rejectable discontinuities are found in the second twenty - five percent, all post - to - base welds in that lot shall be tested. Acceptance criteria shall be in accordance with the latest edition of the AWS D1.5 Bridge Welding Code.
4. All exposed cut or sheared edges shall be broken and free of burrs.
5. Rail posts shall be set normal to grade unless otherwise shown.
6. Post base plates shall be flat after fabrication.
7. Lengths of rail bar shall be attached to a minimum of 2 rail posts and to at least 4 posts whenever possible.
8. Rail bars shall not be shop spliced.
9. Rail bar expansion splices shall be provided in any bay spanning a super-structure expansion joint. Expansion joint width shall be 3 inches at 45 °F.
10. All parts shall be galvanized after fabrication in accordance with ASTM A 123, except that hardware shall meet the requirements of either ASTM A 153 or ASTM B 695, Class 50, Type I. Parts except hardware to be galvanized shall be blast cleaned prior to galvanizing in accordance with SSPC - SP6.
11. Venting and pick - up holes shall be shown on the shop drawings. Place vent holes on the underside of the rail members as installed.
12. Anchor bolts shall be set with a template. Nuts securing the post base plate shall be tightened to a snug fit and give an additional  $\frac{1}{8}$  turn.
13. After installation of the rail bars, the exposed rail bolt threads shall receive two coats of zinc - rich paint.

(Continued)



*NOTES (Continued):*

*14. If there is a conflict between these Standard Details and the Design Drawings, the requirements of the Design Drawings shall be followed.*

**MATERIALS:**

|                                              |                                                                    |
|----------------------------------------------|--------------------------------------------------------------------|
| <i>Rail Bars</i>                             | <i>----- ASTM A 500, Grade B</i>                                   |
| <i>Rail Post Plates &amp; Bases</i>          | <i>----- ASTM A 709, Grade 36</i>                                  |
| <i>Rail Bar Splice Sleeves</i>               | <i>----- ASTM A 709, Grade 36</i>                                  |
| <i>Anchor &amp; Reinforcement Assemblies</i> | <i>----- ASTM A 36</i>                                             |
| <i>Plate Washers</i>                         | <i>----- ASTM A 36</i>                                             |
| <i>Anchor Bolts</i>                          | <i>----- ASTM A 325, ASTM A 449,<br/>or ASTM F 1554, Grade 105</i> |
| <i>Rail Bolts</i>                            | <i>----- ASTM A 36</i>                                             |
| <i>Nuts for Rail Bolts</i>                   | <i>----- ASTM A 563</i>                                            |
| <i>Splice Bolts</i>                          | <i>----- ASTM A 325</i>                                            |
| <i>Lock Washers</i>                          | <i>----- ANSI/ASME B18.21.1-1994</i>                               |

SPECIAL PROVISION  
SECTION 520  
EXPANSION DEVICES -- NON MODULAR  
(Asphaltic Plug Joint)

520.01 Description

This work consists of furnishing and installing asphaltic plug joint systems at the locations shown on the Plans, in accordance with these Specifications or as directed by the Resident.

This work shall also include having the approved manufacturer provide a qualified technical representative(s) to supervise the installation of the joint systems. The representative(s) shall instruct, train and supervise the Contractor's personnel in the proper methods of installation. All costs associated with this service shall be included in the unit price of the work.

520.02 Submittals

Prior to construction, the Contractor shall submit the following to the Resident for review and approval:

- (a) Complete and detailed Shop Drawings of asphaltic plug joint system. Shop Drawing shall include information covering materials, their properties, installation procedures, storage and handling requirements, and Materials Safety Data Sheets.
- (b) The resume of the manufacturer's technical representative, which shall include the representative's experience installing the asphaltic plug joint system along with the names and telephone numbers of contact persons for recent projects where technical assistance was provided.
- (c) Certified test reports of the asphaltic binder, closed cell foam backer rod and the plastic compound.
- (d) Certificates of Compliance for bridging plates, centering nails, and aggregate.

### 520.03 Materials

The asphaltic plug joints shall consist of a system including bridge joint binder material, aggregate, backer rod, bridging plate, elastomeric concrete header material and polysulfide joint sealant conforming to the details and dimensions shown on the Plans, in accordance with these Specifications and as directed by the Resident.

The following systems are acceptable for use as asphaltic plug joints:

| <u>Thorma-Joint</u>                                                 | <u>Polyjoint</u>                                         | <u>Koch BJS</u>                                            |
|---------------------------------------------------------------------|----------------------------------------------------------|------------------------------------------------------------|
| Linear Dynamics, Inc.<br>400 Lannidex Plaza<br>Parsipanny, NJ 07054 | A.H. Harris<br>321 Ellis Street<br>New Britain, CT 06050 | Koch Materials Company<br>P.O. Box 510<br>Stroud, OK 74079 |

Materials which are incorporated in or used in conjunction with approved asphaltic plug joint systems are as follows:

(a) Asphaltic Binder:

Binder shall meet or exceed requirements of AASHTO M301 (ASTM D3405) and consist of a hot-applied, thermoplastic polymeric modified asphalt with the following properties when tested in accordance with the following ASTM methods:

| PROPERTY                                                    | REQUIREMENT        | TEST METHOD |
|-------------------------------------------------------------|--------------------|-------------|
| Softening Point, °F                                         | 180 min.           | ASTM D36    |
| Tensile Adhesion @ 77°F, %                                  | 800 min.           | ASTM D3583  |
| Ductility @ 77°F, inch                                      | 16 min.            | ASTM D113   |
| Penetration, 0.1 mm<br>77°F, 150 g, 5 s<br>0°F, 200 g, 60 s | 90 max.<br>10 max. | ASTM D3407  |
| Flow 5 hrs @ 140°F, mm                                      | 3.0 max.           | ASTM D3407  |
| Bond @ -20°F                                                | pass 3 cycles      | ASTM D3407  |
| Resilience @ 77°F, %                                        | 60 min.            | ASTM D3407  |
| Asphalt Compatibility @ 140°F                               | pass               | ASTM D3407  |
| Recommended Pouring Temperature, °F                         | 380 to 390         |             |
| Safe Heating Temperature, °F                                | 410                |             |

(b) Backer Rod:

Backer rod shall be a cylindrical closed cell expanded polyethylene foam rod, with a diameter of 150 percent of joint opening width, capable of withstanding the temperature of the hot binder materials and having the following properties:

| PROPERTY                    | REQUIREMENT | TEST METHOD |
|-----------------------------|-------------|-------------|
| Density, lb/ft <sup>3</sup> | 2.0 min.    | ASTM D1622  |
| Tensile Strength, psi       | 25 min.     | ASTM D1623  |
| Water Absorption, % of wt.  | 1.0 max.    | ASTM C509   |

(c) Bridging Plate:

Bridging plate shall be ASTM A36 steel, minimum of 1/4 inch thick and galvanized. Holes for the centering nails shall be approximately one foot center to center along the centerline of plates.

(d) Centering Nail:

Nail shall be 16d or larger and hot dip galvanized in accordance with ASTM A153.

(e) Aggregates:

Aggregate shall be crushed, double-washed and dried granite or basalt and meeting ASTM C 33 Size No. 6 gradation. This aggregate shall also be used for top dressing on the finished joints.

(f) Plastic Compound:

Plastic compound used for repairing overcuts in bituminous concrete overlays shall be a two-component liquid with a synthetic resin base. It shall have a minimum viscosity of 3,500 cps at 77°F and a maximum viscosity of 65,000 cps at 25°F. The plastic compound shall be cured by the addition of a specific hardener. Sufficient hardener shall be used to cure the plastic compound in approximately 30 minutes at 77°F. It shall have sufficient strength and resiliency to withstand stresses set up by vibration, expansion and contraction due to temperature changes. It shall also be resistant to most chemicals and solvents, including most salts, acids, and hydrocarbons.

#### 520.04 Installations

Asphaltic plug joint system shall be installed in accordance with manufacturer's latest instructions and specifications. Manufacturer's representatives shall be present during entire installation to ensure satisfactory results are obtained.

Asphaltic plug joint system shall allow total joint movement for up to two inches. The installation shall be centered over the expansion joint gap as indicated on the Plans. It shall not be installed when ambient or substrate temperatures are below 40°F, when rain is imminent or as directed by the Resident.

Sawcut and remove bituminous concrete overlay and waterproofing membrane to the required dimensions as shown on the Plans. If required, a leveling course shall be applied to concrete surfaces prior to placing bridging plates. Vertical surfaces of bituminous concrete overlay shall be cleaned to remove all water and cutting dust.

Backer rods shall be installed in expansion joint openings at a minimum of one inch depth as indicated on the Plans.

Binder shall be heated to a safe temperature as recommended by manufacturer. Heating kettles shall be equipped with continuous agitation system, temperature controller, calibrated thermometer and double steel jacket with an oil layer in between, to prevent scorching of the binder. During application, the temperature of binder shall be maintained at a minimum of 350°F. It shall be poured into expansion joint openings until it runs over edges.

Steel bridging plates shall be placed from curb to curb on the roadway portion of expansion joints. Plates shall be centered over joint openings. Centering nails shall be placed in pre-drilled holes and hammered in to secure plates.

Aggregate shall be heated in a rotating drum mixer to a minimum of 350°F or as recommended by the Engineer. The thermoplastic polymeric modified asphalt Binder shall be added to the mixer to precoat aggregates.

Coated aggregate shall be placed into blockouts in layers as recommended by the manufacturer. Blockouts shall be overfilled with coated aggregate as required to compensate for compaction. Equipment for compaction shall be as recommended by the manufacturer. Additional thermoplastic polymeric modified asphalt binder shall be screeded over the compacted joint to fill any surface voids.

Top dressing aggregate shall be applied per the manufacturer's recommendation.

Plastic compound shall be used for repairing overcuts in bituminous concrete. Cleaning, mixing and application shall be in conformance to the manufacturer's instructions.

Vehicular traffic may pass over finished joints two-hours after compaction or as recommended by the manufacturer.

#### 520.05 Method of Measurement

Asphaltic Plug Joint system will be measured by the linear foot along the top surface of installed joints to the limits shown on the Plan. Preparation of surfaces for the proposed joint system including cutting, grinding and cleaning, will not be measured separately for payment, but shall be incidental to the Asphaltic Plug Joint.

#### 520.06 Basis of Payment

Asphaltic Plug Joint system will be paid for at the Contract unit price per linear foot which price shall be full compensation for all labor, materials, equipment and incidentals required for furnishing and installing the Asphaltic Plug Joint system as shown on the Plans, in accordance with these Specifications or as directed by the Resident.

Payment will be made under:

| <u>Pay Item</u>                                      | <u>Pay Unit</u> |
|------------------------------------------------------|-----------------|
| 520.232      Expansion Device - Asphaltic Plug Joint | Linear Foot     |

SPECIAL PROVISION  
SECTION 524  
TEMPORARY STRUCTURAL SUPPORTS  
(Temporary Supports and Horizontal Slide)

The following replaces Section 524 in the Standard Specifications in its entirety:

524.01 Description

This work shall consist of the designing, fabricating, erecting, maintaining, and dismantling of all temporary structural supports. The work shall also consist of furnishing all horizontal slide equipment (mechanical devices, jacks, tracks and other components), performing lateral slide, monitoring of bridge movement, removal of lateral slide equipment, and performing of post-slide inspections and any necessary remedial actions. Work shall include preparation and submittal of calculations and working drawings (with working load capacities) for horizontal slide equipment and temporary structural supports.

Definitions

Temporary Structural Supports shall refer to all components of the temporary falsework erected adjacent to the current bridge location supporting the construction activities to erect the complete superstructure including but not exclusive of the temporary bents, lateral bracing, foundations, work platforms and all personnel safety systems.

Horizontal Slide shall refer to all components (including but not exclusive of the jacks, tracks, and pumps) and processes (including but not exclusive of submittal preparation, execution of the bridge movement, monitoring of bridge movement, post event inspections and remedial action) related to moving the newly erected superstructure from the temporary structural supports onto the permanent substructure units.

524.02 Materials

Materials used may be either timber, reinforced concrete, or steel, or a combination of each, at the Contractor's option, and, whether new or used, shall be sound and of adequate cross section for the intended loads. If the Contractor proposes to construct with used materials, the Contractor's Professional Engineer shall submit with the plans the method for documenting that all primary member material meets the physical properties required by the design. The Department reserves the right to perform in-process fabrication inspection of all materials proposed for use. The Contractor shall notify the Resident of the fabrication schedule 7 calendar days prior to commencement of fabrication.

### 524.03 Design

Temporary structural supports shall be designed to support all vertical and horizontal loading including but not limited to live load and impact, differential settlement forces, horizontal and longitudinal forces, and shall account for any temporary unbalanced loading due to jacking forces and other loading during load transfer. Sufficient redundancy shall be designed into the support structure so that failure of one member will not cause the collapse of the entire system and the supported structure.

Design Criteria The design of temporary structural supports shall meet the requirements of AASHTO LRFD Bridge Construction Specifications (current edition). In the absence of any other stated referenced national code based criteria, the design and use of the horizontal slide system and temporary structural supports shall meet the requirements of AASHTO Guide Design Specifications for Bridge Temporary Works (2008 Interim). The design of modifications to the permanent bridge superstructure necessitated by the Contractor's elected horizontal slide system shall meet the requirements of AASHTO LRFD Bridge Design Specifications (current edition). For items not addressed by the above documents or for any other circumstances, submit a proposal and seek the guidance and approval of the Resident prior to proceeding.

Submittal Requirements The Contractor shall be required to develop, update, and implement a comprehensive Assembly Plan for this project. The Assembly Plan shall be organized by major project elements and shall provide sufficient detail to convey the work proposed, including identifying major project constraints.

The initial version of the Assembly Plan shall be submitted to the Resident for review at least 30 days prior to the scheduled start of temporary access construction. This initial version of the Assembly Plan shall, at a minimum, contain the first three elements in the list below. The Assembly Plan shall be updated as necessary based on changes required or proposed to the planned work. If all elements listed below are not included in the initial version, a major update to the Assembly Plan shall be submitted to the Resident for review at least 60 days prior to the scheduled roadway closure. This updated version shall include all of the elements listed below, and shall also include any field changes that have occurred since any of the previous Assembly Plan submittals.

The purpose of the Assembly Plan is to have a single reference document that integrates and coordinates all of following project elements:

1. CPM Project Schedule (including submittal and approval milestones)
2. Temporary access and staging areas (installation and removal)
3. Temporary structural supports (installation and removal)
4. Utility relocation coordination (overhead and underground)
5. Railroad coordination (including any planned track fouling)
6. Traffic detour requirements (signage and public notification)



7. Advance pile driving (if utilized)
8. Bridge truss superstructure removal
9. Partial substructure demolition
10. Precast substructure elements
11. Strength gain of field cast materials
12. Horizontal slide system (including jacks, tracks, and pumps)
13. Horizontal slide execution (including geometric control)
14. Monitoring of bridge movement (including post-event inspections and remedial action)
15. Vertical jacking and elastomeric bearing installation
16. Contingency plans (including backup equipment and key personnel)
17. Underground utility tie-in coordination (including third party testing/acceptance)
18. Precast approach slabs and approach roadway construction

The temporary structural supports and horizontal slide system shall be designed and sealed by a Professional Engineer, licensed in accordance with the laws of the State of Maine. If the Department requires changes to plans or computations, based on Contract requirements, then the Contractor shall implement the changes at no additional cost to the Department. The submittal shall provide details of the temporary falsework components (including but not exclusive of the bents, lateral bracing, foundations, work platforms and all personnel safety systems).

Working Drawings Provide detailed calculations for all falsework elements and working drawings showing the location and details of temporary bents used to support the construction activities for permanent superstructure. Include bents, bracing, foundations, work platforms, personnel safety details and support of sliding track. Indicate the type and grade for all materials. Provide calculations and details for methods used to stabilize excavations. If attachment of the temporary falsework to the permanent bridge substructure is required for any reason (i.e. strength or stability of frames or moving systems), the Contractor shall submit calculations and details for any proposed attachments/modifications to the Resident for approval.

Show details of horizontal slide system, including but not exclusive of the jacks, tracks, and pumps, and schematic hydraulic layout, used to move the bridge superstructure from the temporary structure onto the permanent bridge substructure. Indicate the distance that the superstructure is to be moved. Provide type and grade for all materials. Clearly show on the Working Drawings and in the calculations the push/pull capacity of the horizontal slide system and limitations during all jacking operations. Provide jacking/pulling locations. Provide a detailed slide procedure, including but not limited to execution of the bridge movement, monitoring of the bridge movement, post-event inspections and remedial action.

Procedures shall include checklists to support the activities prior to, during and after the bridge superstructure has been moved to its final location. Provide checking (QC/QA) procedures prior to the horizontal movement of the superstructure in order to ensure its completion. Provide contingency plans in the event of a major breakdown or equipment malfunction. Provide operational details for the control of the movement, including any system of check-off items for

the operators and for safety purposes. If attachment of the horizontal slide system to the permanent bridge substructure is required for any reason, the Contractor shall submit detailed calculations and drawings for any proposed attachments/modifications to the permanent bridge details and/or materials to the Resident for approval.

The Department shall have no obligation to review or comment on any design, construction, maintenance or removal of the temporary structural support. No review or comment by the Department, or any lack of review or comment by the Department, shall relieve the Contractor of its responsibility to properly design, construct, maintain in good condition, and remove the temporary structural support in accordance with the Contract, or to shift any responsibility to the Department. The Contractor shall be responsible for all damages resulting from the failure of temporary structural support.

#### 524.04 Erection and Removal

The erection of temporary supports and horizontal slide equipment shall be in strict conformance with the approved design and details and shall use only the materials approved for use. No loads shall be placed on the temporary supports without the prior approval of the Resident. No loads shall be placed on temporary supports which are adjacent to traveled ways or which support structures carrying traffic unless the Engineer responsible for the design has certified to the Resident that the system was erected in conformance with the approved plans and design details.

The approval by the Resident of all or part of temporary supports shall not be construed as in any way relieving the Contractor of their responsibility and the work shall be entirely at the Contractor's risk. Upon completing the work requiring the use of the temporary structural supports and horizontal slide equipment, they shall be removed and the area under and around the temporary structural supports and horizontal slide equipment shall be restored to its original condition.

#### 524.05 Horizontal Slide

The Contractor has overall responsibility for the construction of the temporary falsework structure and horizontal slide system in accordance with the reviewed Working Drawings and procedures.

Movement of Superstructure The intent during movement is to ensure that the structure is delivered to the Owner, in its final location, with no damage or adverse loss of strength, loss of performance, or loss of long-term durability. Any damages to the permanent structure caused by the move shall be repaired at no cost to the State. The Contractor shall ensure that the superstructure itself remains as free as possible from harmful effects of differential movements at all sliding surfaces.

The Contractor shall establish survey control points and benchmarks as necessary, and shall maintain records of observations and operations. In the event of errors in control of movement, the Contractor shall immediately notify the Resident and submit proposals for corrective adjustments or modifications for review prior to their implementation. The final bridge superstructure position shall not exceed 1/4 inch maximum deviation from the plan location in any horizontal direction (i.e. longitudinal or transverse directions). The final bridge superstructure position shall also not exceed 1/4 inch maximum vertical deviation from the proposed finished roadway elevations at each end of the bridge.

524.28 Method of Measurement      This work will be measured as one lump sum.

524.29 Basis of Payment      This work will be paid as a contract lump sum price. Price shall be full compensation for all materials, equipment, labor and incidentals for the design, erection, maintenance, dismantling, and removal of all components from the site shown on the Contractor's plans, and in accordance with these specifications.

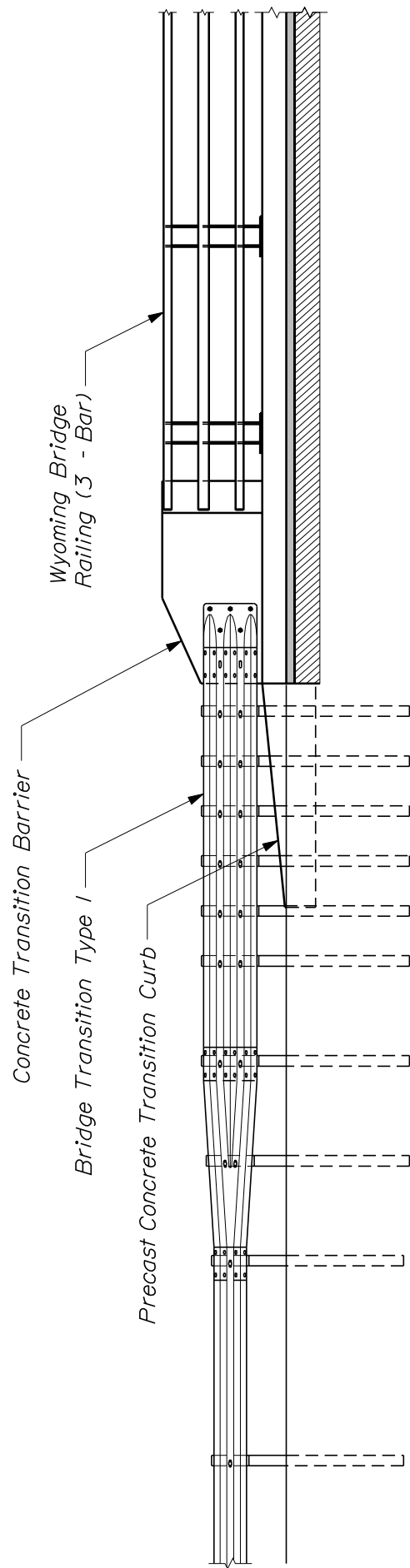
Payment will be made under:

| <u>Pay Item</u>                                                  | <u>Pay Unit</u> |
|------------------------------------------------------------------|-----------------|
| 524.301      Temporary Structural Support - And Horizontal Slide | Lump Sum        |

**SPECIAL PROVISION**  
**SECTION 526**  
**CONCRETE BARRIER**

The last paragraph of Subsection 526.05, Basis of Payment is revised by the addition of the following:

| <b><u>Pay Item</u></b>                                         | <b><u>Pay Unit</u></b> |
|----------------------------------------------------------------|------------------------|
| 526.3401      Permanent Concrete Transition Barrier - Modified | EA                     |

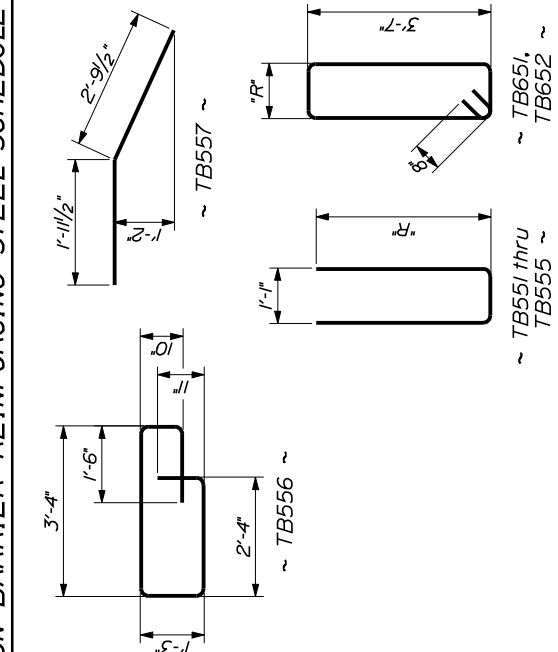


# CONCRETE TRANSITION BARRIER ~ GENERAL ELEVATION

ABUTMENT NO. 2 TRANSITION BARRIER REINFORCING STEEL SCHEDULE

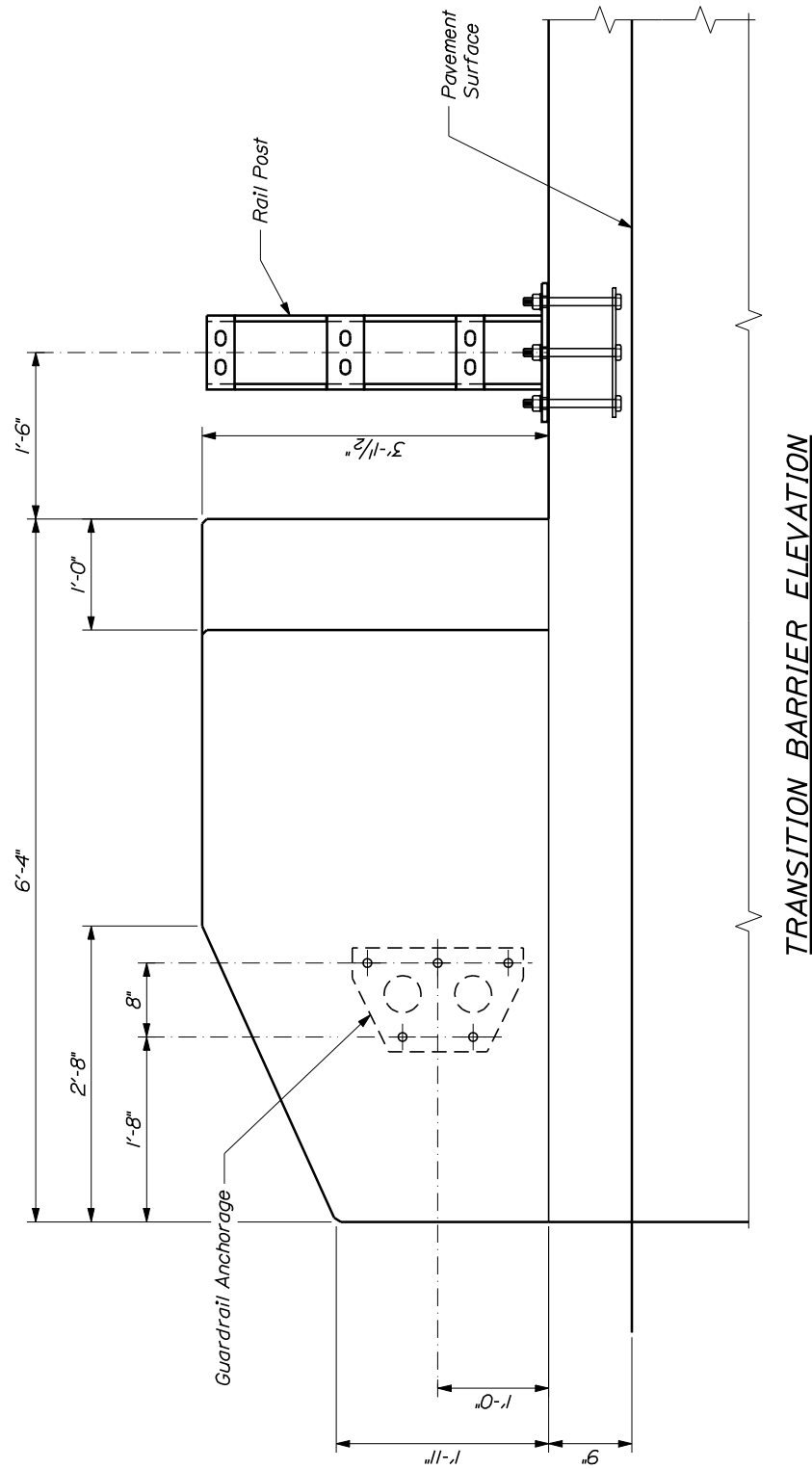
| Mark  | Qty. | Dim. *R   | Length |
|-------|------|-----------|--------|
| TB501 | 40   | --        | 3'-6"  |
| TB502 | 8    | --        | 4'-6"  |
| TB551 | 4    | 2'-7"     | 6'-3"  |
| TB552 | 4    | 2'-9 1/2" | 6'-8"  |
| TB553 | 4    | 3'-0"     | 7'-1"  |
| TB554 | 4    | 3'-2 1/2" | 7'-6"  |
| TB555 | 4    | 3'-5"     | 7'-11" |
| TB556 | 24   | --        | 10'-2" |
| TB557 | 8    | --        | 4'-9"  |
| TB651 | 20   | 1'-1"     | 10'-8" |
| TB652 | 8    | 0'-8"     | 9'-10" |

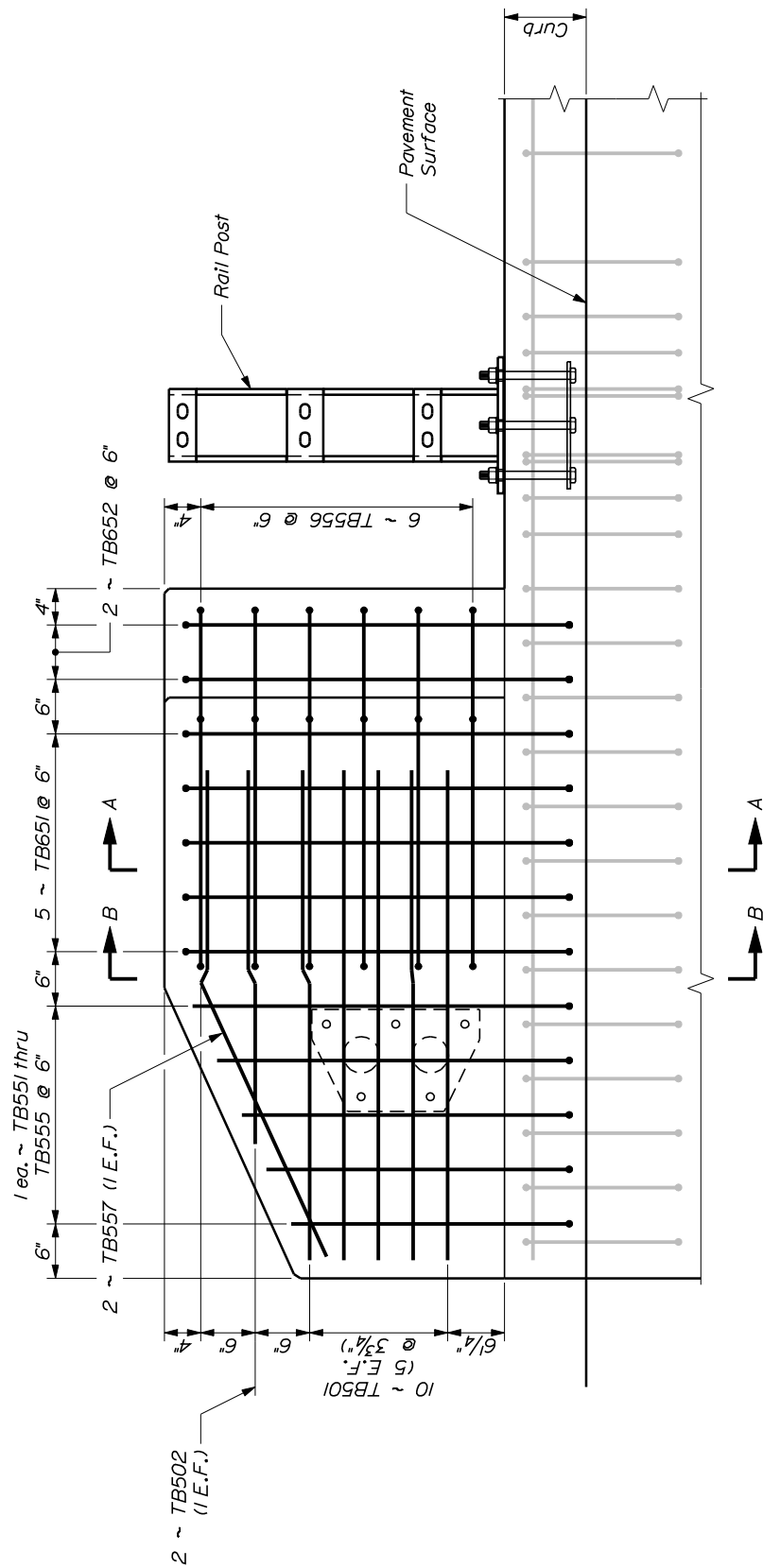
Note:  
 Bar Mark TB5XX = #5 bar  
 Bar Mark TB6XX = #6 bar



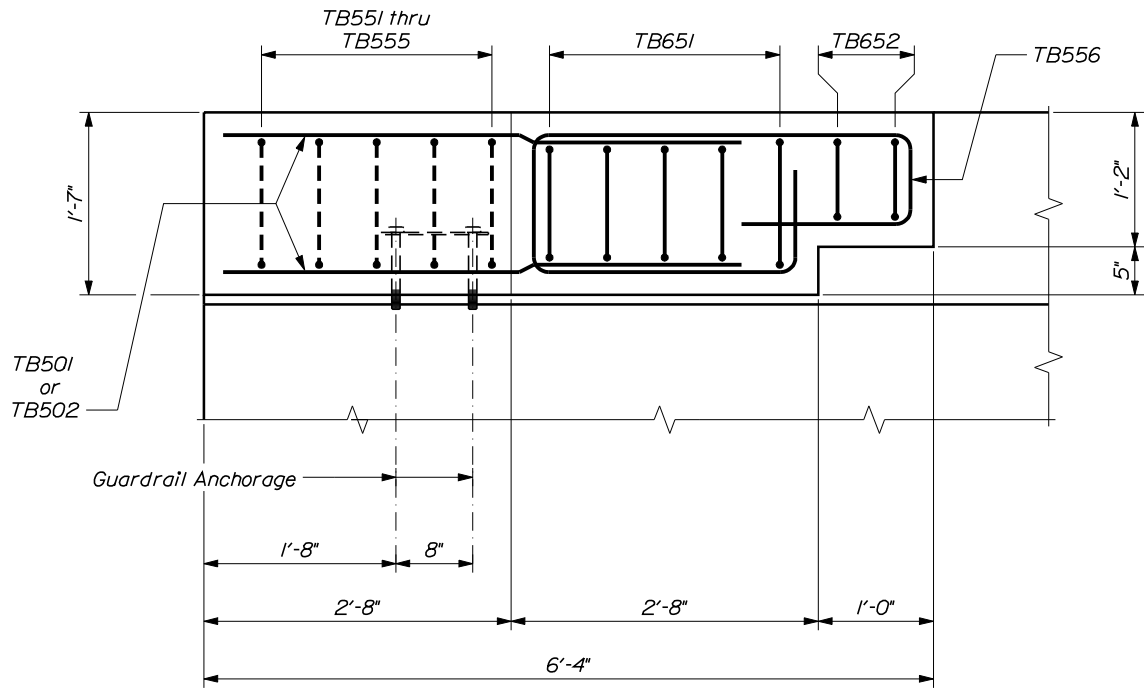
## TRANSITION BARRIER NOTES

1. Refer to Standard Details Section 526 for Guardrail Anchorage, Precast Concrete Transition Curb and Notes.

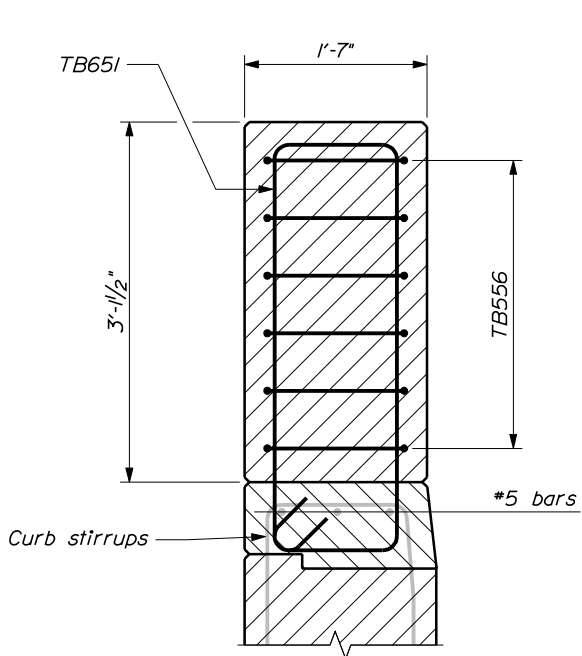




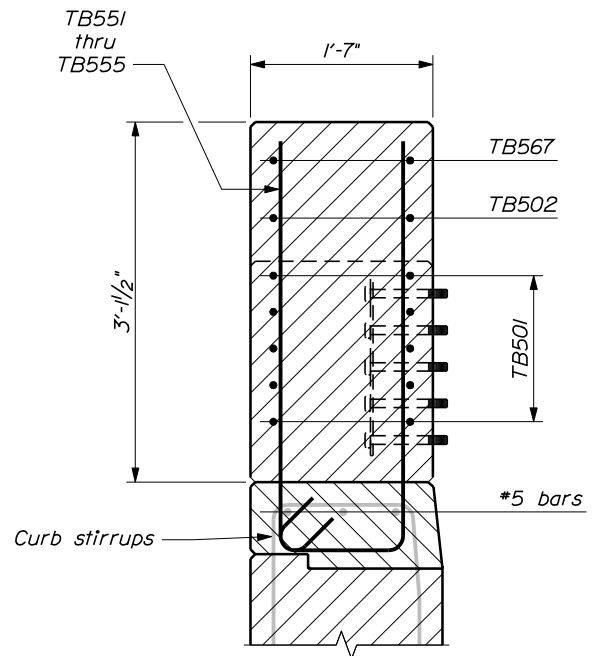
TRANSITION BARRIER REINFORCING ELEVATION



TRANSITION BARRIER PLAN



SECTION A - A



SECTION B - B



SPECIAL PROVISION  
SECTION 526  
CONCRETE BARRIER  
(Temporary Concrete Barrier)

Materials

Temporary concrete barriers must be connected in accordance with Standard Detail 526(02) except as indicated below:

The top of the rod may be hooked over the top connector instead of using the hex nut and washer.

SPECIAL PROVISION  
SECTION 530  
GLASS FIBER REINFORCED POLYMER

Section 530 Glass Fiber Reinforced Polymer of the Standard Specifications is added as follows:

530.01 Description This work shall also consist of furnishing and placing Glass Fiber Reinforced Polymer (GFRP) reinforcement bars, in accordance with these specifications and in conformance with the Plans, Supplemental Specifications and Special Provisions.

530.02 Materials All GFRP reinforcement will conform to the requirements shown in the AASHTO Bridge Design Guide Specifications for GFRP Reinforced Concrete Bridge Decks and Traffic Railings (November 2009), except as shown on the plans, and as stated herein. All GFRP reinforcement shall be deformed or sand coated.

GFRP bars shall be according to the modulus grade specified on the plans and shall be from one of the following approved manufacturers:

1. Aslan 100 by Hughes Brothers Inc.
2. V-Rod by Pultrall Inc.
3. ComBAR by Schoeck Bauteile

All GFRP bars in the same structural component shall be supplied by the same manufacturer; there shall be no mixing of products from different manufacturers in a component unless permitted in the contract drawings.

Documentation For all GFRP reinforcement to be used on Department projects, the bar manufacturer is to furnish the Resident with two (2) copies of written certifications that the GFRP reinforcement meets the requirements of this specification. In addition, the certification is to list the test values and test procedures used to determine the physical properties of the GFRP reinforcement. Certifications bearing the notarized signature of a responsible authorized representative of the bar manufacturer are required. Each bundle of GFRP reinforcement will be identified with a corresponding lot number with the lot numbers affixed to each bundle by means of a durable tag.

Repair Material The material used to repair the cut ends of GFRP reinforcement shall comply with the requirements established by the bar manufacturer.

530.03 Schedule of Material When the Department does not furnish GFRP reinforcing bar schedules, the Contractor shall submit order lists, shape diagrams and bar layout drawings to the Resident for approval. The reinforcing bars shall not be ordered until

these lists and drawings are approved. Approval shall not relieve the Contractor of full responsibility for the satisfactory completion of this item. When the Department allows the use of precast concrete deck panels, or any other significant changes that effect the quantity of reinforcing bars, the Contractor shall be responsible for revising the reinforcing bar schedule; the revised schedule shall be submitted to the Resident for approval.

530.04 Protection of Material Delivery, storage and handling of GFRP bars shall be in accordance with the manufacturer's instructions to prevent damage. Prevent bending, coating with earth, oil, or other material, or otherwise damaging the GFRP reinforcement. When handling GFRP reinforcement, use equipment that avoids damaging or abrading the GFRP bar. Do not drop or drag GFRP reinforcement.

GFRP reinforcement shall be stored on skids or other supports a minimum of 12 inches above the ground surface and protected at all times from damage and surface contamination. The storage supports shall be constructed of wood, or other material that will not damage the surface of the reinforcement or epoxy coating. Bundles of bars shall be stored on supports in a single layer. Each bundle shall be placed on the supports out of contact with adjacent bundles. If it is expected that GFRP bars will be required to be stored outdoors for a period in excess of two months, then they shall be protected from ultraviolet radiation. Prevent exposure of GFRP to temperatures above 120 degrees Fahrenheit during storage.

The maximum total un-repaired visible damage permitted on each linear foot of each GFRP bar shall not exceed 2 percent of the surface area in that linear foot of bar. The depth of the permissible damage shall not exceed 0.04 inches.

530.05 Fabrication Forming of GFRP reinforcing bars and tolerances for forming of GFRP reinforcing bars shall be in conformance with the latest edition of the "Manual of Standard Practice of the Concrete Reinforcing Steel Institute" and the "Detailing Manual of the American Concrete Institute".

All handling of GFRP reinforcing bars by mechanical means shall be done by equipment having padded contact areas, or by the use of nylon webbing slings. The use of chains or wire rope slings shall not be allowed, even when used with padding. All bundles of GFRP bars shall be lifted with a strong back, spreader bar, multiple supports or a platform bridge to prevent bar-to-bar abrasion from sags in the bundles. Support points during lifting or transporting of bundled GFRP reinforcing bars shall be spaced at a maximum of 4.5 m [15 ft], or as required by the manufacturer, whichever is more restrictive. Bundled bars shall be strapped together with non-metallic or padded straps in a manner to prevent bar-to-bar abrasion due to relative movement between bars.

Individual bars shall be handled in a manner that prevents damage to the coating due to abrasion or impact, and at no time shall any bar be moved by dragging over any surface, including other reinforcing bars. Sufficient personnel shall be assigned to assure that there is complied with the above. Bars loaded for transport shall be loaded and strapped down in a manner that will prevent damage from motion and vibration, to the greatest extent possible. Bundles of bent bars shall be transported strapped to wooden platforms or shall be crated. All individual bundles and layers of bundles shall be separated, and supported by dunnage.

#### 530.06 Placing and Fastening

All GFRP reinforcement shall be accurately placed in the positions shown on the plans and shall be firmly held there during the placing and setting of the concrete. Immediately before placing concrete, GFRP reinforcement shall be free from all foreign material, which could decrease the bond between the GFRP and concrete. Such foreign material shall include, but not be limited to: dirt, paint, oil, bitumen and dried concrete mortar.

GFRP bars within the formwork shall be secured to prevent movement during concrete placement. The bars must be adequately supported or tied to resist settlement, floating upward, or movement in any direction during concrete placement. Field bending of GFRP shall not be allowed.

Field cutting of GFRP will be permitted only with the approval of the Resident. The field cutting shall be with a high speed cutter, fine blade saw, diamond blade or masonry saw. The GFRP bars shall not be shear cut. The ends of all field cut bars shall be treated per the manufacturer's recommendations.

GFRP reinforcing bars supported on formwork shall rest on coated wire bar supports, or on bar supports made of dielectric material or other acceptable materials. Wire bar supports shall be coated with dielectric material for a minimum distance of 50 mm [2 in] from the point of contact with the reinforcing bars. Reinforcing bars used as support bars shall be epoxy-coated. Tie wire for GFRP reinforcing bars shall be soft annealed wire that has been nylon, epoxy or plastic coated.

Bars shall be fastened together at all intersections except where spacing is less than 300 mm [1 ft] in either direction, in which case, fastening at alternate intersections of each bar with other bars will be permitted providing this will hold all the bars securely in position. This fastening may be tightly twisted polymer coated wire or plastic ties.

Proper distances from the forms shall be maintained by means of stays, blocks, ties, hangers or other approved means. Blocks used for this purpose shall be precast portland cement mortar blocks of approved shape and dimensions. Chairs may be used for this purpose and, when used, must be GFRP or plastic. Layers of bars may be separated by

precast portland cement mortar blocks or other approved devices. The use of pebbles, pieces of broken stone or brick, metal pipe or wooden blocks shall not be permitted. The placing of reinforcement as concrete placement progresses, without definite and secure means of holding the bar in its correct position, shall not be permitted. GFRP reinforcing bars supported on formwork shall rest on coated wire bar supports, or on bar supports made of dielectric material or other acceptable materials. Wire bar supports shall be coated with dielectric material for a minimum distance of 50 mm [2 in] from the point of contact with the reinforcing bars. Reinforcing bars used as support bars shall be GFRP. In walls, spreader bars shall be GFRP.

Ties for GFRP reinforcing bars shall be plastic ties or soft annealed wire that has been nylon, epoxy or plastic coated. Bars in bridge seats shall be placed so as to clear anchor bolts. When specified on the contract plans, reinforcing bars shall be anchored into drilled holes. The anchoring material shall be one of the products listed on the Maine Department of Transportation's list of Prequalified Type 3 Anchoring Materials. Installation shall be in accordance with the manufacturer's published recommendations.

At each anchor location, existing reinforcing will be located to avoid drilling through existing bars. Where interferences are found to exist, location adjustments will be determined by the Resident. Minimum embedment lengths of reinforcing bars shall comply with the manufacturer's published recommendations for the anchoring material selected. These embedment lengths shall be verified by the Resident before installation of the reinforcing bars. The reinforcing bar lengths indicated on the Plans may be reduced, at the Contractor's option, to the determined minimum embedment lengths.

Reinforcement shall be inspected and approved by the Resident before any concrete is placed.

530.07 Splicing Reinforcing bars shall be spliced in accordance with the requirements of this section, and in the locations shown on the plans. No modifications of, or additions to, the splice arrangements shown on the plans shall be made without the Resident's prior approval.

Any additional splices authorized shall be staggered as much as possible. All splices shall be made in a manner that will ensure that not less than 75% of the clear concrete cover and not less than 75% of the minimum clear distance to other bars will be maintained, as compared to the cover and clear distance requirements for the unspliced bar.

Lapped splices shall be made by placing the bars in contact and wiring/tying them together. Splice laps shall be made in accordance with the table provided on the plans.

530.08 Substitution Substitution of different size bars shall not be permitted except with the written authorization of the Resident.

530.09 Method of Measurement

GFRP reinforcing bars shall be measured by the linear feet reinforcement authorized.

530.10 Basis of Payment

The accepted quantity of GFRP reinforcing bars will be paid for at the contract unit price per linear feet, completed, and accepted. Payment for work associated with revisions to the GFRP reinforcing schedule, required for any significant changes that affect the quantity of reinforcing bars, shall be considered incidental to related contract items.

Payment will be made under:

| <u>Pay Item</u> |                                                             | <u>Pay Unit</u> |
|-----------------|-------------------------------------------------------------|-----------------|
| 530.30          | Glass Fiber Reinforced Polymer,<br>Fabricated and Delivered | Linear Foot     |
| 530.31          | Glass Fiber Reinforced Polymer,<br>Placing                  | Linear Foot     |

SPECIAL PROVISION  
SECTION 534  
PRECAST STRUCTURAL CONCRETE

Section 534, Precast Structural Concrete of the Standard Specifications is added as follows:

534.01 Description: This work shall consist of fabricating, delivering, and erecting the precast abutments and wingwalls, precast approach slabs, and related material. Materials, work, inspection and documentation not specifically addressed by this Specification shall be done in accordance with the applicable sections of the PRECAST/PRESTRESSED CONCRETE INSTITUTE (PCI), *Manual for QUALITY CONTROL for Plants and Production of PRECAST AND PRESTRESSED CONCRETE PRODUCTS* (MNL 116), including Commentary.

534.02 Materials. Materials for precast and prestressed concrete products shall meet the requirements of the following Sections:

|                                            |          |
|--------------------------------------------|----------|
| Water                                      | 701.02   |
| Air Entraining Admixture                   | 701.03   |
| Water Reducing Admixture                   | 701.04   |
| High Range Water Reducing Admixture (HRWR) | 701.0401 |
| Set-Retarding Admixtures                   | 701.05   |
| Fly Ash                                    | 701.10   |
| Calcium Nitrite Solution                   | 701.11   |
| Silica Fume                                | 701.12   |
| Ground Granulated Blast Furnace Slag       | 701.13   |
| Fine Aggregate for Concrete                | 703.01   |
| Coarse Aggregate for Concrete              | 703.02   |
| Reinforcing Steel                          | 709.01   |
| Welded Steel Wire Fabric                   | 709.02   |
| Steel Strand for Concrete Reinforcement    | 709.03   |

Portland cement shall conform to the requirements of AASHTO M85 (ASTM C150), Type I, Type II, or Type III. The Contractor shall supply the Department with copies of certified mill tests of the cement. The mill tests shall show the name of the manufacturer, location where produced, silo number and the person or agency conducting the test.

Coarse aggregate shall conform to the requirements of Section 703.02 - Coarse Aggregate for Concrete, Class A, AA or Latex.

Concrete that is to be placed in voids around the piling shall be self-consolidating. Such concrete shall also have an approved expansion agent such as intraplast-n or an approved

shrinkage compensating admixture, to ensure a tight bond between the fresh concrete and the inside of the void. At the time of placement in the abutment voids, this concrete shall have a spread of between 20 inches and 25 inches with no visible mortar paste halo around the perimeter (VSI less than or equal to 1). All self-consolidating concrete shall be trial batched to determine appropriate mix proportions with respect to transit time, flowability, initial set time and curing time to reach 1,000 psi in addition to 28 day strength. Trial batch results must be acceptable to the Resident prior to the closure. A technical representative from the admixture supplier must be at the production plant for trial and production batching.

534.03. Drawings: The Contractor shall prepare shop detail, erection and other necessary working drawings in accordance with Section 105.7 - Working Drawings. The drawings will be reviewed and approved in accordance with the applicable requirements of Section 105.7. Changes and revisions to the approved working drawings shall require further approval by the Fabrication Engineer.

Concrete mix designs shall be part of the shop drawing submittal. Mix designs shall include aggregate specific gravity, absorption, percent fracture, fineness modulus and gradation.

A copy of the Contractor's Quality System Manual (Q.S.M.) shall be submitted when requested by the Fabrication Engineer.

534.04 Plant: Precast, prestressed or post-tensioned concrete products shall be manufactured in a Precast/Pre-stressed Concrete Institute (PCI) Certified facility. An alternate facility may be used at the discretion of the Engineer.

534.05 Inspection Facilities: The Contractor shall provide a private office at the fabrication plant for inspection personnel authorized by the Department. The office shall have an area not less than 100 ft<sup>2</sup> and shall be in close proximity to the work. The office shall be climate controlled to maintain the temperature between 65°F and 85°F, lighted and have the exit(s) closed by a door(s) equipped with a lock and 2 keys which shall be furnished to the Inspector(s). The office shall be equipped with a desk or table having a minimum size of 48 in by 30 in, 2 chairs, a telephone, telephone answering machine, line data port, plan rack and 2-drawer letter size file cabinet with a lock and 2 keys which shall be furnished to the Inspector(s).

The facilities and all furnishings shall remain the property of the Contractor upon completion of the work. Payment for the facilities, heating, lighting, telephone installation, basic monthly telephone charges and all furnishings shall be incidental to the contract.

534.06 Notice of Beginning Work: The Contractor shall give the Fabrication Engineer a minimum of two weeks notice prior to beginning work. The Contractor shall advise the Fabrication Engineer of the production schedule and any changes to it. If the Contractor suspends work on a project, the Fabrication Engineer will require 48 hours notice prior to the resumption of work.

534.07 Inspection: Quality Control (Q.C.) is the responsibility of the Contractor. Quality Control Inspectors (QCIs) shall have a valid PCI Quality Control Certification Level I, Level II or Level III. Personnel performing concrete testing shall hold a current ACI Field Testing Technician Grade I Certification or equivalent, or work under the direct supervision of an ACI certified technician.



The QCI shall inspect all aspects of the work in accordance with the Contractor's QSM. The QCI shall record measurements and test results on the appropriate forms from APPENDIX E of MNL 116 or an equivalent form prepared by the user. Copies of measurements and test results shall be provided to the Quality Assurance Inspector (QAI) as follows:

| Type of Report                                                            | When Provided to Q.A.I.*                                             |
|---------------------------------------------------------------------------|----------------------------------------------------------------------|
| Material certifications/stressing calculations/calibration certifications | Prior to beginning work (anticipate adequate time for review by QAI) |
| Pre-pour inspection report                                                | Prior to the concrete placement                                      |
| Concrete Batch Slips                                                      | The morning of the next work day                                     |
| Results of concrete testing                                               | The morning of the next work day                                     |
| Results of compressive testing (for release)                              | The same work day                                                    |
| Concrete temperature records                                              | Provide with compressive testing (for Release)                       |
| Non-conformance reports/repair procedures                                 | Within 24 hours of discovery                                         |
| Results of compressive testing (for design strength)                      | Prior to stopping curing/Prior to final Acceptance                   |
| Post-pour inspection report                                               | Prior to final acceptance                                            |

\*The Contractor and QAI, by mutual agreement, may modify any part of the schedule; however, failure to provide the documentation when required will result in the product being deemed unacceptable.

The QCI shall reject materials and workmanship that do not meet contract requirements. The Contractor may perform testing in addition to the minimum required. The results of all testing shall be made available to the (QAI).

Quality Assurance (Q.A.) is the prerogative of the Fabrication Engineer. The QAI will verify documentation, periodically inspect workmanship, and witness testing. Testing deemed necessary by the Fabrication Engineer in addition to the minimum testing requirements shall be scheduled to minimize interference with the production schedule.

534.08 Inspector's Authority: The QAI will have the authority to reject material or workmanship that does not meet the contract requirements. The acceptance of material or workmanship by the QAI will not prevent subsequent rejection, if found unacceptable.

534.09 Rejections: Rejected material and workmanship shall be corrected or replaced by the Contractor. In the event that an item fabricated under this Specification does not meet the contract requirements but is deemed suitable for use by the Fabrication Engineer, said item will be paid for in accordance with Section 108.8.1 - Substantially Conforming Work.

534.10 Forms and Casting Beds: Form dimensions shall conform to the approved shop drawings. Forms shall be well constructed, carefully aligned and sufficiently tight to prevent leakage of mortar. Forms that do not maintain the plan dimensions within allowable tolerances during concrete placement shall be rejected.

Abutment segments shall be match cast against the pieces to which they will be erected in their final position to ensure a precise fit up in the field.

Wood forms, if used, shall be sealed with a material to prevent absorption. The sealer shall be applied and cured in accordance with the manufacturer's recommendations.

Forms shall be cleaned of adherent material before each use. Forms shall be cleaned of all foreign matter and debris immediately prior to placing concrete. New forms shall be free from paint or other protective coatings.

Forms shall be treated with a non-staining bond breaking compound applied in accordance with the manufacturer's recommendations.

If the reinforcing steel or post-tensioning ducts have been contaminated with the bond-breaking compound, it shall be cleaned with solvent. No concrete shall be placed until the reinforcing steel and post-tensioning ducts has been inspected and accepted by the QCI.

534.11 Reinforcing Steel: Reinforcing steel shall be fabricated, packaged, handled, stored, placed, spliced, and repaired in accordance with Section 503 - Reinforcing Steel.

Reinforcing steel shall be accurately located and securely anchored to prevent displacement during concrete placement. All reinforcing steel shall be installed and secured before beginning the concrete placement.

The concrete cover shown on the approved shop drawings shall be the minimum allowable cover. The contractor shall use bar supports and spacers to maintain the minimum concrete cover. The bar supports and spacers shall be made of a dielectric material or other material approved by the Fabrication Engineer.

534.12 Voids and Inserts: Voids shall be non-absorbent. The out-to-out dimensions of the voids shall be within 2% of plan dimensions. Damaged voids shall be repaired in manner acceptable to the QAI. Voids shall be stored, handled and placed in a manner that prevents damage. Residue from void placement shall be entirely removed from the forms before beginning or continuing the concrete placement.

Voids shall be located accurately, anchored securely, capped and vented. Any portion of a void that is displaced beyond the allowable dimensional tolerances shall be cause for rejection of the abutment segment.

534.13 Conventional Concrete: Concrete mix designs shall be submitted to the Fabrication Engineer for approval a minimum of 30 days prior to beginning work. Mix designs previously approved for use shall not require qualification by trial batch if the mix design meets all the requirements of this Section.

New concrete mix designs shall be qualified by trial batches prepared in accordance with AASHTO T126 (ASTM C192). The test results shall demonstrate that the concrete meets the requirements of the Plans and this Section. If accelerated curing is to be used in production, the test specimens shall be similarly cured.

No concrete shall be placed until the mix design has been approved. Approval of the mix design does not relieve the Contractor of the responsibility of meeting the requirements of this Section during production.

The concrete mix design shall meet the following requirements:

Table 1

|                             |                                      |
|-----------------------------|--------------------------------------|
| Minimum cement content      | 650 lb/yd <sup>3</sup>               |
| Water-cement ratio          | 0.40 maximum                         |
| Air entrainment             | 5½ % - 7½ %                          |
| Allowable slump             | 5 in to 10 in                        |
| Calcium Nitrite*            | 3 gal/yd <sup>3</sup>                |
| Silica Fume (when required) | 5% - 10% of cement content by weight |
| Fly Ash                     | 40% of cementitious material maximum |
| Slag                        | 50% of cementitious material maximum |
| Permeability                | 2,000 Coulombs                       |

\*The water in the Calcium Nitrite solution shall be included when calculating the water/cement ratio

The batching equipment, mixers and delivery equipment shall meet the requirements of MNL 116. Concrete shall be batched, mixed and handled in accordance with MNL 116.

534.135 Self-Consolidating Concrete: Self-consolidating concrete shall be trial batched to achieve the desired properties as discussed in 534.02 Materials. The Contractor shall make eight freeze-thaw specimens during production; four specimens from a production batch with specified air content and four specimens from a trial batch with a maximum air content of 4%. (Production batch specimens may be cast or cored.)

Both sets of four specimens shall be cured as follows; 2 specimens of each set shall be moist cured per ASTM standards and the other two specimens shall be cured similar to the product. The specimens shall be made and tested in accordance with AASHTO T161 (ASTM C666), procedure A, using 3.0 percent NaCl solution instead of plain water. Acceptable results shall not exceed 3% mass loss or exceed 20% change in dynamic relative modulus of elasticity. Air content of the fresh concrete shall be tested and results reported; air content of the fresh concrete shall be between 5½ % and 7½ %. Results shall be reported within 120 days after casting of production specimens. Report results in accordance with ASTM C666 Section 10.

534.14 Concrete Placement: The first two loads of concrete from each placement shall be tested by the QCI for temperature, air entrainment, and slump. If the first load is unacceptable, the second load shall be tested as the first. This process shall continue until two consecutive loads are found acceptable. After two consecutive loads are found acceptable, the frequency of testing shall be at the discretion of the QAI.

Concrete shall be tested if there is a change in the dosage rate of any admixture, a change of 2 in or more in slump or a change of more than 5°F in mix temperature.

Any load of 1 yd<sup>3</sup> or less from a stationary mixer or 2 yd<sup>3</sup> or less from a transit mixer shall be tested for air entrainment, slump, and temperature prior to being placed in the form.

Concrete shall be placed as nearly as possible to its final location. The depth of a lift shall be controlled in order to minimize entrapped air voids in conventional concrete castings. The maximum depth of an unconsolidated lift shall be 18 inches in conventional concrete castings.

Concrete shall be vibrated with internal or internal and external vibrators in conventional concrete castings. External vibrators shall not be used alone. Internal vibrators shall be inserted vertically and penetrate the lower layer of concrete by at least 4 in. The vibrators shall be inserted to assure that the radii of action of the vibrators overlap. The vibrators shall be held in position from 5 to 15 seconds. Vibrators shall not be used to move concrete horizontally. In concrete that is made self-consolidating by the addition of a polycarboxylating agent the amount of vibration and maximum depth of lifts shall be determined during the trial batching process with input from the Department, the Manufacturer's Technical Representative, and the Contractor.

When concrete placements are interrupted, no more than 60 minutes shall elapse from the time of the beginning of the placement and the resumption of the concrete placement when the concrete temperature is below 75°F. When the concrete temperature is above 75°F, the elapsed time shall be reduced to 30 minutes. Cold joints shall make the unit subject to rejection.

No water shall be added to the concrete after batching. HRWR may be added to the concrete after batching if that practice conforms to the manufacturer's published recommendations. Concrete that becomes unworkable shall be discarded.

534.15 Process Control Test Cylinders: All process control test cylinders shall be made and tested in accordance with the following Standards:

AASHTO T23 (ASTM C31/C31M) Practice for Making and Curing Concrete Test Specimens in Field

AASHTO T22 (ASTM C39) Test Method for Compressive Strength of Cylindrical Concrete Specimens

AASHTO T119 (ASTM C143) Test Method for Slump of Hydraulic Cement Concrete

AASHTO T141 (ASTM C172) Practice for Sampling Freshly Mixed Concrete

AASHTO T152 (ASTM C231) Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method

ASTM C1064 - Test Method for Temperature of Freshly mixed Portland Cement Concrete

A minimum of 8 concrete test cylinders shall be cast to represent each continuous concrete placement. Six of the cylinders from each test shall be cured under the same conditions as the units. Unit identification, entrained air content, water-cement ratio, slump and temperature of the sampled concrete shall be recorded by the Contractor at the time of cylinder casting. Testing shall be done in the presence of the QAI. The QAI will designate the loads to be tested. Cylinders made to determine handling strength shall be made during the last 1/3 of the placement.

At least once a week, the Contractor shall make four cylinders for use by the Department. They shall be cured in accordance with AASHTO T23 (ASTM C31/C31M).

If the Contractor fails to make enough cylinders to demonstrate that the product meets the contract requirements, the product will be considered unacceptable.

The standard size test cylinder for acceptance shall be 6 in by 12 in. If 4 in by 8 in cylinders are used for acceptance, the compressive strength values shall be reduced by 5%. The

compressive strength of the concrete shall be determined by averaging the compressive strength of two test cylinders made from the same load.

Concrete shall have reached design strength prior to handling abutment segments. Self-Consolidated concrete shall reach 1,000 psi prior to backfilling abutments.

For the purpose of acceptance, the average of two cylinders shall meet or exceed the design strength, and, neither cylinder shall be more than 500 psi. below the required strength.

534.16 Abutment Segment Curing: Immediately after the concrete has been finished, the product shall be covered with an impermeable barrier to prevent moisture loss. The barrier shall be tight to the form and securely fastened. The exposed surface of the concrete shall be kept moist. The Contractor shall monitor and record the concrete temperature during the initial curing cycle.

After the product has been removed from the form, moist curing shall continue until it has reached design strength. All surfaces of the product shall be kept moist and the product shall be placed in a moisture retention enclosure with a relative humidity not less than 80%. The product shall not be exposed to temperatures below 50°F until design strength is achieved.

Membrane curing compounds shall not be used without the approval of the Fabrication Engineer. If approved, the compound shall be applied in strict accordance with the manufacturer's published instructions. The Contractor shall provide the QAI with the product data sheet for the compound prior to application. The compound shall be applied immediately after stripping.

534.165 Curing Self consolidated concrete placed within Abutment voids, around piling: An approved membrane curing compound shall be applied in strict accordance with the manufacturer's published instructions.

534.17 Accelerated Curing (Optional): Accelerated curing shall begin after the concrete has attained its initial set. Initial set shall be determined in accordance with ASTM C403, Standard Test Method for Time of Setting of Concrete Mixtures by Penetration Resistance. A strength gain of 500 psi. indicates initial set. The Contractor shall provide documentation that the mix design being used has been tested in accordance with ASTM C403. Accelerated curing shall begin after the concrete has attained initial set. Application of heat more than 8 hours after initial set will not be considered accelerated curing.

The enclosure temperature may be increased by a maximum of 10°F/hour prior to initial set. The total temperature gain prior to initial set shall not exceed 40°F.

After initial set, the temperature gain of the concrete shall not exceed 40°F/hour. The concrete temperature shall attain a minimum temperature of 120°F and that temperature shall be maintained for a minimum of 8 hours. The maximum allowable concrete temperature shall be 180°F. Concrete temperature shall be measured near each end of the casting bed and at intervals not to exceed 100 ft.

The cooling rate from maximum accelerated curing temperature shall not exceed 40°F/hour. The cooling rate shall continue until the concrete temperature is within 40°F of the ambient air temperature.

Steam curing shall take place in an enclosure that allows the free circulation of steam. Steam jets shall provide a uniform distribution of steam without discharging directly on the product or the test cylinders.

When radiant heat is used, the Contractor shall take measures to assure that there is no moisture loss from the product. Free water shall be present on all exposed surfaces at all times.

Recording thermometers that indicate the time/temperature relationship shall be used by the Contractor until transfer/stripping strength has been achieved. Copies of the time/temperature records shall be made available to the QAI.

If the units have achieved 80% of design strength during the curing cycle, no further curing will be required.

534.20 Finishing Concrete and Repairing Defects Products fabricated under this Section shall meet Standard Grade finish requirements as defined in MNL 116 when they are hidden from view in their final position by backfill or riprap, all other surfaces will be considered exposed to view and will require a special architectural finish.

For portions of product not exposed to view in their final position the recommendations of Standard Grade finish requirements shall be mandatory.

Portions requiring an architectural finish shall meet the following standards. No projections from the surface along the length of each piece will be allowed, uniform color and texture, no visible form tie holes patched or otherwise, all surface voids filled. In order to assure uniformity in appearance of the exposed abutment face, prior to any production work the Precaster shall prepare a sample of 24 in by 24 in by 6 in thick for acceptance by the Department on an aesthetic and cosmetic basis; this piece shall be used throughout production as the standard by which all abutment surfaces exposed to view in their final position are compared for acceptance of the finish.

Structural defects shall be repaired by a method approved by the Fabrication Engineer. Structural defects shall include, but not be limited to exposed reinforcing steel or strand, cracks in bearing areas, through cracks and cracks 0.013 in in width that extend more than 12 in. The Contractor shall submit a proposed repair procedure for structural repairs to the Fabrication Engineer. No structural repairs shall be made without the QAI being present. The QAI shall be given adequate notice before beginning repairs.

Chamfers and drip notches shall be made smooth and uniform. Keyways shall be sandblasted to remove mortar paste.

On surfaces not exposed to view in their final position honeycombing, ragged or irregular edges and other cosmetic defects shall be repaired using a product from the MDOT Prequalified List for Patching Materials. The repair, including preparation of the repair area, mixing, application, and curing of the patching material shall be in accordance with the manufacturer's published instructions. Edges not exposed in the final product may be ground smooth with no further repair necessary if the depth of the defect does not exceed ½ in. Form ties shall be removed to a depth of not less than 1 in from the face of the concrete and patched using a cementitious mortar or patching compound.

Structural defects shall be repaired by a method approved by the Fabrication Engineer. Structural defects shall include, but not be limited to exposed reinforcing steel or strand, cracks in bearing areas, through cracks and cracks 0.013 in in width that extend more than 12 in. The Contractor shall submit a proposed repair procedure for structural repairs to the Fabrication Engineer. No structural repairs shall be made without the QAI being present. The QAI shall be given adequate notice before beginning repairs.

Chamfers and drip notches shall be made smooth and uniform. Keyways shall be sandblasted to remove mortar paste.

534.22 Tolerances: Tolerances for precast units shall be in conformance with the latest edition of MNL 116, as applicable.

534.23 Transportation and Storage: The precast products may only be handled, moved or transported after the 28 day design strength has been attained.

Prestressed products shall be transported so that the reactions with respect to the unit shall be approximately the same during transportation and storage as the product in its final position. The product shall be handled so that only a vertical force is applied to the lifting devices.

Stored products shall be supported above the ground on dunnage in a manner to prevent twisting or distortion. Products shall be protected from discoloration and aesthetic damage.

Units damaged by improper storing, hoisting or handling shall be replaced by the Contractor.

534.28 Method of Measurement: Precast structural concrete will be measured by the lump sum.

534.29 Basis of Payment: All work done under Precast Structural Concrete will be paid for at the contract lump sum price. Payment will be full compensation for furnishing all materials in the precast unit including, reinforcing steel, post-tensioning bars, ducts and related materials and work. Related materials and work will include, but not be limited to, erecting the products, grouting of shear keys, providing and casting of self-consolidated concrete in voids, and concrete admixtures used.

Payment will be made under:

| <u>Pay Item</u> |                       | <u>Pay Unit</u> |
|-----------------|-----------------------|-----------------|
| 534.76          | Precast Abutment      | Lump Sum        |
| 534.7601        | Precast Approach Slab | Lump Sum        |

SPECIAL PROVISION  
SECTION 606  
GUARDRAIL  
(Terminal End - Trailing End)

606.01 Description - The following sentence is added:

This work shall also consist of furnishing and installing Terminal End - Trailing End end treatments and adhesive backed retroreflective lens sheeting in accordance with these Specifications, the AASHTO-AGC-ARBTA Joint Committee Task Force 13 Report, dated May 15, 1995; and in reasonably close conformity with the lines and grades shown on the Plans or as directed by the Construction Manager.

606.02 Materials - The following sentences are added:

The guardrail elements shall be per the Components List found on Sheet No. 2 of 2 of Drawing SEW02a - Trailing End Terminal - Foundation Tube Option (attached). The adhesive backed retroreflective lens sheeting shall meet the requirements of Section 719.01, Reflective Sheeting - High Intensity Reflective Sheeting, Type III.

606.041 Reflective Sheeting - The following Subsection is added:

The color for the adhesive backed retroreflective lens sheeting shall be amber (yellow).

606.042 Terminal End - Trailing End Installation of the Terminal End - Trailing End shall be in strict accordance with the AASHTOAGC-ARBTA Joint Committee Task force 13 Report and the Details on sheet No. 1 of 2 of Drawing SEW02a - Trailing End Terminal - Foundation Tube Option (attached).

606.08 Method of Measurement - The second paragraph is amended by the addition of: “,Terminal End - Trailing End,” after the words “breakaway cable terminal”.

606.09 Basis of Payment - The second paragraph is amended by the addition of: “, Terminal End - Trailing End,” after the words “breakaway cable terminal”.

The adhesive backed retroreflective lens sheeting will not be paid for separately, but shall be considered incidental to the Terminal End - Trailing end item.

Payment will be made under:

| <u>Pay Item</u>                           | <u>Pay Unit</u> |
|-------------------------------------------|-----------------|
| 606.2602      Terminal End - Trailing End | Each            |



SPECIAL PROVISION  
SECTION 606  
GUARDRAIL

606.01 Description This work shall consist of furnishing and installing guardrail components in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans or as established. The types of guardrail are designated as follows:

Type 3-Galvanized steel "w" beam, wood posts or galvanized steel posts.

Type 3a-Galvanized steel "w" beam, wood posts, wood or composite offset blocks.

Type 3aa-Corrosion resistant steel "w" beam, wood posts, wood or composite offset blocks.

Type 3b-Galvanized steel "w" beam, galvanized steel posts, galvanized steel offset blocks.

Type 3c-Galvanized steel "w" beam, wood posts or galvanized steel posts, wood or composite offset blocks.

Type 3d-Galvanized steel "w" beam, galvanized steel posts, wood or composite offset blocks.

Thrie Beam-Galvanized steel thrie beam, wood posts or galvanized steel posts, wood or composite offset blocks.

Median barriers shall consist of two beams of the above types, mounted on single posts. Except for thrie beam, median barriers may include rub rails when called for.

Bridge mounted guardrail shall consist of furnishing all labor, materials, and equipment necessary to install guardrail as shown on the plans. This work shall also include drilling for and installation of offset blocks if specified, and incidental hardware necessary for satisfactory completion of the work.

Remove and Reset and Remove, Modify, and Reset guardrail shall consist of removing the existing designated guardrail and resetting in a new location as shown on the plans or directed by the Resident. Remove, Modify, and Reset guardrail and Modify guardrail include the following guardrail modifications: Removing plate washers at all posts, except at anchorage assemblies as noted on the Standard Details, Adding offset blocks, and other modifications as listed in the Construction Notes or General Notes. Modifications shall conform to the guardrail Standard Details.

Bridge Connection shall consist of the installation and attachment of beam guardrail to the existing bridge. This work shall consist of constructing a concrete end post or modifying an existing endpost as required, furnishing, and installing a terminal connector, necessary hardware, and incidentals required to complete the work as shown on the plans. Bridge Transition shall consist of a bridge connection and furnishing and installing guardrail components as shown in the Standard Details.

606.02 Materials Materials shall meet the requirements specified in the following Sections of Division 700 - Materials:

|                     |        |
|---------------------|--------|
| Timber Preservative | 708.05 |
| Metal Beam Rail     | 710.04 |
| Guardrail Posts     | 710.07 |
| Guardrail Hardware  | 710.08 |

Guardrail components shall meet the applicable standards of "A Guide to Standardized Highway Barrier Hardware" prepared and approved by the AASHTO-AGC-ARTBA Joint Cooperative Committee, Task Force 13 Report.

Posts for underdrain delineators shall be "U" channel steel, 2.44m [8 ft] long, 3.72 kg/m [2 ½ lb/ft] minimum and have 9.5 mm [3/8 in] round holes, 25 mm [1 in] center to center for a minimum distance of 610 mm [2 ft] from the top of the post.

Reflectorized Flexible Guardrail Markers shall be mounted on all guardrails. A marker shall be mounted onto guardrail posts at the flared end treatment's terminal and its tangent point, both at the leading and trailing ends of each run of guardrail. The marker's flexible posts shall be grey with either silver-white or yellow reflectors (to match the edge line striping) at the tangents, red at leading ends, and green at trailing ends. Whenever the end treatment is not flared, markers will only be required at the end treatment's terminal. These shall be red or green as appropriate. Markers shall be installed on the protected side of guardrail posts unless otherwise approved by the Resident. Reflectorized flexible guardrail markers shall be from the Maine DOT's Approved Product List of Guardrail Material. The marker shall be grey, flexible, durable, and of a non-discoloring material to which 75 mm [3 in] by 225 mm [9 in] reflectors shall be applied, and capable of recovering from repeated impacts. Reflective material shall meet the requirements of Section 719.01 for ASTM D 4956 Type III reflective sheeting. The marker shall be secured to the guardrail post with two fasteners, as shown in the Standard Details.

Reflectorized beam guardrail ("butterfly"-type) delineators shall be mounted on all "w"-beam guardrail. The delineators shall be mounted within the guardrail beam at guardrail posts. Delineators shall be fabricated from high-impact, ultraviolet & weather resistant thermoplastic. Reflectorized beam guardrail delineators shall be placed at approximately 20 m [62.5 ft] intervals or every tenth post on tangents and at approximately 10 m [31.25 ft] intervals or every fifth post on curves. Exact locations of the delineators shall be as directed by the Resident. On divided highways, the left hand delineators shall be yellow and the right hand delineators shall be silver/white. On two directional highways, the right hand side shall be silver/white and no reflectorized delineator used on the left. All reflectors shall have reflective sheeting applied to only one side of the delineator facing the direction of traffic as shown in the Standard Detail 606(07). Reflectorized sheeting for guardrail delineators shall meet the requirements of Section 719.01.

Single wood post shall be of cedar, white oak, or tamarack, well seasoned, straight, and sound and have been cut from live trees. The outer and inner bark shall be removed and all knots trimmed flush with the surface of the post. Posts shall be uniform taper and free of kinks and bends.

Single steel post shall conform to the requirements of Section 710.07 b.

Single steel pipe post shall be galvanized, seamless steel pipe conforming to the requirements of ASTM A120, Schedule No. 40, Standard Weight.

Acceptable multiple mailbox assemblies shall be listed on the Department's Approved Products List and shall be NCHRP 350 tested and approved.

The Guardrail 350 Flared Terminal shall be a terminal with a 1.2 m [4 ft] offset as shown in the Manufacturer's installation instructions.

Existing materials damaged or lost during adjusting, removing and resetting, or removing, modifying, and resetting, shall be replaced by the Contractor without additional compensation. Existing guardrail posts and guardrail beams found to be unfit for reuse shall be replaced when directed by the Resident.

606.03 Posts Posts for guardrail shall be set plumb in holes or they may be driven if suitable driving equipment is used to prevent battering and distorting the post. When posts are driven through pavement, the damaged area around the post shall be repaired with approved bituminous patching. Damage to lighting and signal conduit and conductors shall be repaired by the Contractor.

When set in holes, posts shall be on a stable foundation and the space around the posts, backfilled in layers with suitable material, thoroughly tamped.

The reflectorized flexible guardrail markers shall be set plumb with the reflective surface facing the oncoming traffic. Markers shall be installed on the protected side of guardrail posts. Markers, which become bent or otherwise damaged, shall be removed and replaced with new markers.

Single wood posts shall be set plumb in holes and backfilled in layers with suitable material, thoroughly tamped. The Resident will designate the elevation and shape of the top. The posts, that are not pressure treated, shall be painted two coats of good quality oil base exterior house paint.

Single steel posts shall be set plumb in holes as specified for single wood posts or they may be driven if suitable driving equipment is used to prevent battering and distorting the post.

Additional bolt holes required in existing posts shall be drilled or punched, but the size of the holes shall not exceed the dimensions given in the Standard Details. Metal around the holes shall be thoroughly cleaned and painted with two coats of approved aluminum rust resistant paint. Holes shall not be burned.

606.04 Rails Brackets and fittings shall be placed and fastened as shown on the plans. Rail beams shall be erected and aligned to provide a smooth, continuous barrier. Beams shall be lapped with the exposed end away from approaching traffic.

End assemblies shall be installed as shown on the plans and shall be securely attached to the rail section and end post.

All bolts shall be of sufficient length to extend beyond the nuts but not more than 13 mm [ $\frac{1}{2}$  in]. Nuts shall be drawn tight.

Additional bolt holes required in existing beams shall be drilled or punched, but the size of the holes shall not exceed the dimensions given in the Standard Details. Metal around the holes shall be thoroughly cleaned and painted with two coats of approved aluminum rust resistant paint. Holes shall not be burned.

606.045 Offset Blocks The same offset block material is to be provided for the entire project unless otherwise specified.

606.05 Shoulder Widening At designated locations the existing shoulder of the roadway shall be widened as shown on the plans. All grading, paving, seeding, and other necessary work shall be in accordance with the Specifications for the type work being done.

606.06 Mail Box Post Single wood post shall be installed at the designated location for the support of the mailbox. The multiple mailbox assemblies shall be installed at the designated location in accordance with the Standard Details and as recommended by the Manufacturer. Attachment of the mailbox to the post will be the responsibility of the home or business owner.

606.07 Abraded Surfaces All galvanized surfaces of new guardrail and posts, which have been abraded so that the base metal is exposed, and the threaded portions of all fittings and fasteners and cut ends of bolts shall be cleaned and painted with two coats of approved rust resistant paint.

606.08 Method of Measurement Guardrail will be measured by the meter [linear foot] from center to center of end posts along the gradient of the rail except where end connections are made to masonry or steel structures, in which case measurement will be as shown on the plans.

Terminal section, low volume end, NCHRP 350 end treatments, reflectorized flexible guardrail marker, terminal end, bridge transition, bridge connection, multiple mailbox post, and single post will be measured by each unit of the kind specified and installed.

Widened shoulder will be measured as a unit of grading within the limits shown on the plans.

Excavation in solid rock for placement of posts will be measured by the cubic meter [cubic yard] determined from the actual depth of the hole and a hypothetical circle diameter of 600 mm [2 ft].

606.09 Basis of Payment The accepted quantities of guardrail will be paid for at the contract unit price per meter [linear foot] for the type specified, complete in place. Reflectorized beam guardrail ("butterfly"-type) delineators will not be paid for directly, but will be considered incidental to guardrail items. Terminal section, buffer end, NCHRP 350 end treatment, bridge connection, single post and reflectorized flexible guardrail markers will be paid for at the contract unit price each for the kind specified complete in place.

NCHRP 350 end treatments and low volume guardrail ends will be paid for at the contract price each, complete in place which price shall be full payment for furnishing and installing all components including the terminal section, posts, offset blocks, "w" beam, cable foundation posts, plates and for all incidentals necessary to complete the installation within the limits as shown on the Standard Details or the Manufacturer's installation instructions. Each end treatment will be clearly marked with the manufacturers name and model number to facilitate any future needed repair. Such payment shall also be full compensation for furnishing all material, excavating, backfilling holes, assembling, and all incidentals necessary to complete the work, except that for excavation for posts or anchorages in solid ledge rock, payment will be made under Pay Item 206.07. Type III Retroreflective Adhesive Sheeting

shall be applied to the approach buffer end sections and sized to substantially cover the end section. On all roadways, the ends shall be marked with alternating black and retroreflective yellow stripes. The stripes shall be 75 mm [3 in] wide and sloped down at an angle of 45 degrees toward the side on which traffic is to pass the end section. Guardrail 350 flared terminal shall also include a set of installation drawings supplied to the Resident.

Anchorage to bridge end posts will be part of the bridge work. Connections thereto will be considered included in the unit bid price for guardrail.

Guardrail to be placed on a radius of curvature of 45 m [150 ft] or less will be paid for under the designated radius pay item for the type guardrail being placed.

Widened shoulder will be paid for at the contract unit price each complete in place and will be full compensation for furnishing and placing, grading and compaction of aggregate subbase and any required fill material.

Adjust guardrail will be paid for at the contract unit price per meter and will be full compensation for adjusting to grade. Payment shall also include adjusting terminal end treatments where required.

Modify guardrail will be paid for at the contract unit price per meter and will be full compensation for furnishing and installing offset blocks, additional posts, and other specified modifications; removing, modifying, installing, and adjusting to grade existing posts and beams; removing plate washers and backup plates, and all incidentals necessary to complete the work. Payment shall also include removing and resetting terminal ends where required.

Remove and Reset guardrail will be paid for at the contract unit price per meter and will be full compensation for removing, transporting, storing, reassembling all parts, necessary cutting, furnishing new parts when necessary, reinstalling at the new location, and all other incidentals necessary to complete the work. Payment shall also include removing and resetting terminal ends when required. No payment will be made for guardrail removed, but not reset and all costs for such removal shall be considered incidental to the various contract pay items.

Remove, Modify, and Reset guardrail will be paid for at the contract unit price per meter and will be full compensation for the requirements listed in Modify guardrail and Remove and Reset guardrail.

Bridge Connections will be paid for at the contract unit price each. Payment shall include, attaching the connection to the endpost including furnishing and placing concrete and reinforcing steel necessary to construct new endposts if required, furnishing and installing the terminal connector, and all miscellaneous hardware, labor, equipment, and incidentals necessary to complete the work.

Bridge Transitions will be paid for at the contract unit price each. Payment shall include furnishing and installing the thrie beam or "w"-beam terminal connector, doubled beam section, and transition section, where called for, posts, hardware, precast concrete transition curb, and any other necessary materials and labor, including the bridge connection as stated in the previous paragraph.

Payment will be made under:

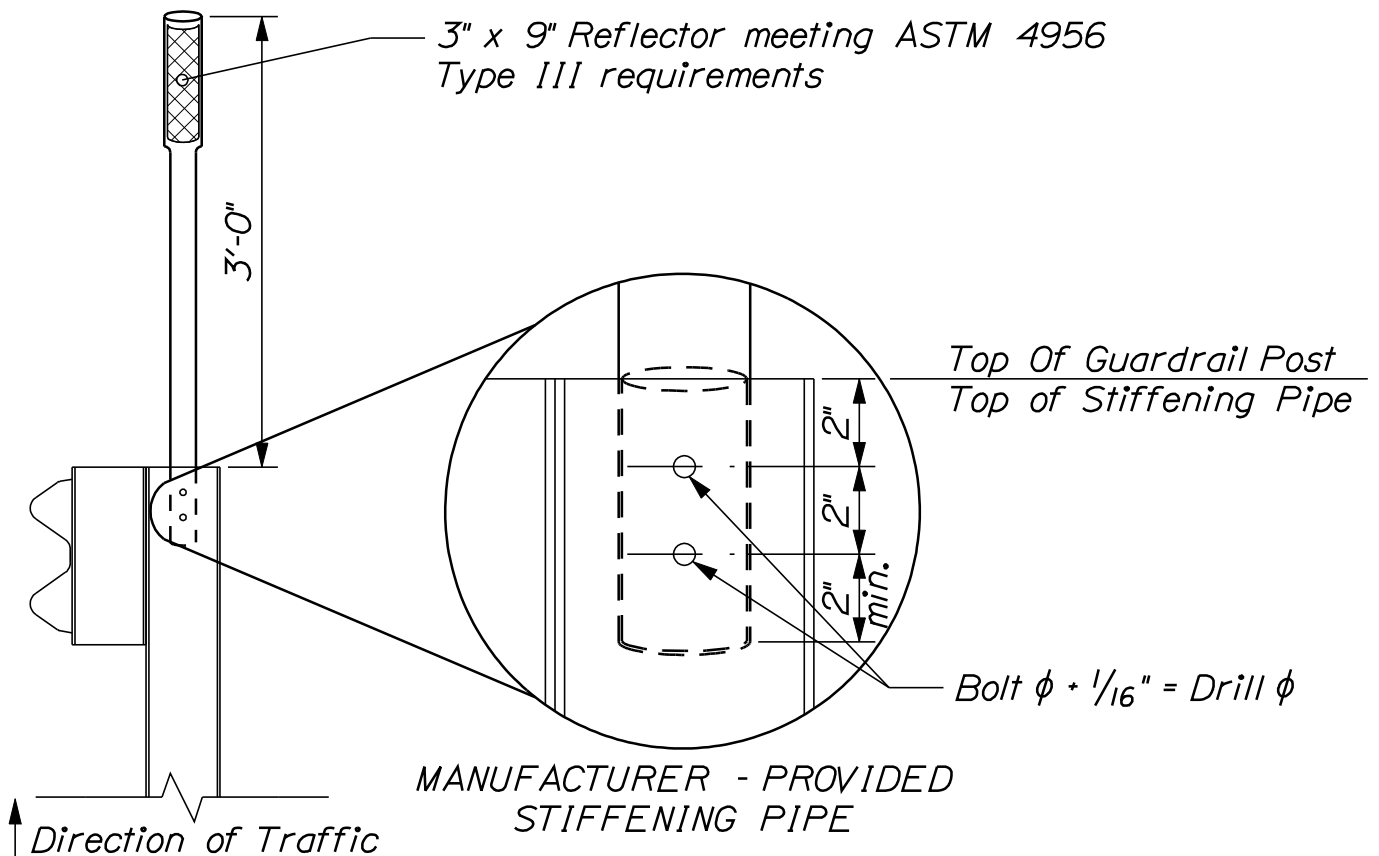
|          | <u>Pay Item</u>                                          | <u>Pay Unit</u>     |
|----------|----------------------------------------------------------|---------------------|
| 606.15   | Guardrail Type 3a-Single Rail                            | meter [Linear Foot] |
| 606.151  | Guardrail Type 3aa-Single Rail                           | meter [Linear Foot] |
| 606.17   | Guardrail Type 3b-Single Rail                            | meter [Linear Foot] |
| 606.1721 | Bridge Transition - Type I                               | Each                |
| 606.1722 | Bridge Transition - Type II                              | Each                |
| 606.1731 | Bridge Connection - Type I                               | Each                |
| 606.1732 | Bridge Connection - Type II                              | Each                |
| 606.178  | Guardrail Beam                                           | meter [Linear foot] |
| 606.18   | Guardrail Type 3b - Double Rail                          | meter [Linear foot] |
| 606.19   | Guardrail Type 3a - 4.5 m [15 ft] radius and less        | meter [Linear Foot] |
| 606.191  | Guardrail Type 3aa - 4.5 m [15 ft] radius and less       | meter [Linear Foot] |
| 606.20   | Guardrail Type 3a - over 4.5 m [15 ft] radius            | meter [Linear Foot] |
| 606.201  | Guardrail Type 3aa - over 4.5 m [15 ft] radius           | meter [Linear Foot] |
| 606.21   | Guardrail Type 3b - 4.5 m [15 ft] radius and less        | meter [Linear Foot] |
| 606.22   | Guardrail Type 3b - over 4.5 m [15 ft] radius            | meter [Linear Foot] |
| 606.23   | Guardrail Type 3c - Single Rail                          | meter [Linear Foot] |
| 606.2301 | Guardrail Type 3c - Double Rail                          | meter [Linear Foot] |
| 606.231  | Guardrail Type 3c - 4.5 m [15 ft] radius and less        | meter [Linear Foot] |
| 606.232  | Guardrail Type 3c - over 4.5 m [15 ft] radius            | meter [Linear Foot] |
| 606.24   | Guardrail Type 3d - Single Rail                          | meter [Linear Foot] |
| 606.2401 | Guardrail Type 3d - Double Rail                          | meter [Linear Foot] |
| 606.241  | Guardrail Type 3d - 4.5 m [15 ft] radius and less        | meter [Linear Foot] |
| 606.242  | Guardrail Type 3d - over 4.5 m [15 feet] radius          | meter [Linear Foot] |
| 606.25   | Terminal Connector                                       | Each                |
| 606.257  | Terminal Connector - Thrie Beam                          | Each                |
| 606.265  | Terminal End-Single Rail - Galvanized Steel              | Each                |
| 606.266  | Terminal End-Single Rail - Corrosion Resistant Steel     | Each                |
| 606.275  | Terminal End-Double Rail - Galvanized Steel              | Each                |
| 606.276  | Terminal End-Double Rail - Corrosion Resistant Steel     | Each                |
| 606.353  | Reflectorized Flexible Guardrail Marker                  | Each                |
| 606.354  | Remove and Reset Reflectorized Flexible Guardrail Marker | Each                |
| 606.356  | Underdrain Delineator Post                               | Each                |
| 606.358  | Guardrail, Modify, Type 3b to 3c                         | meter [Linear Foot] |
| 606.3581 | Guardrail, Modify Existing to Type 3d                    | meter [Linear Foot] |
| 606.362  | Guardrail, Adjust                                        | meter [Linear Foot] |
| 606.365  | Guardrail, Remove, Modify, and Reset, Type 3b to 3c      | meter [Linear Foot] |
| 606.3651 | Guardrail, Remove, Modify, and Reset Existing to Type 3d | meter [Linear Foot] |
| 606.366  | Guardrail, Removed and Reset, Type 3c                    | meter [Linear Foot] |
| 606.367  | Replace Unusable Existing Guardrail Posts                | Each                |
| 606.47   | Single Wood Post                                         | Each                |
| 606.48   | Single Galvanized Steel Post                             | Each                |
| 606.50   | Single Steel Pipe Post                                   | Each                |

|         |                                                      |                     |
|---------|------------------------------------------------------|---------------------|
| 606.51  | Multiple Mailbox Support                             | Each                |
| 606.55  | Guardrail Type 3 - Single Rail                       | meter [Linear Foot] |
| 606.551 | Guardrail Type 3 - Single Rail with Rub Rail         | meter [Linear Foot] |
| 606.56  | Guardrail Type 3 - Double Rail                       | meter [Linear Foot] |
| 606.561 | Guardrail Type 3 - Double Rail with Rub Rail         | meter [Linear Foot] |
| 606.568 | Guardrail, Modify Type 3c -Double Rail               | meter [Linear Foot] |
| 606.59  | Guardrail Type 3 - 4.5 m [15 ft] radius and less     | meter [Linear Foot] |
| 606.60  | Guardrail Type 3 - over 4.5 m [15 ft] radius         | meter [Linear Foot] |
| 606.63  | Thrie Beam Rail Beam                                 | meter [Linear Foot] |
| 606.64  | Guardrail Thrie Beam - Double Rail                   | meter [Linear Foot] |
| 606.65  | Guardrail Thrie Beam - Single Rail                   | meter [Linear Foot] |
| 606.66  | Terminal End Thrie Beam                              | Each                |
| 606.70  | Transition Section - Thrie Beam                      | Each                |
| 606.71  | Guardrail Thrie Beam - 4.5 m [15 ft] radius and less | meter [Linear Foot] |
| 606.72  | Guardrail Thrie Beam - over 4.5 m [15 ft] radius     | meter [Linear Foot] |
| 606.73  | Guardrail Thrie Beam - Single Rail Bridge Mounted    | meter [Linear Foot] |
| 606.74  | Guardrail Type 3 - Single Rail Bridge Mounted        | meter [Linear Foot] |
| 606.753 | Widen Shoulder for Low Volume Guardrail End - Type 3 | Each                |
| 606.754 | Widen Shoulder for Guardrail 350 Flared Terminal     | Each                |
| 606.78  | Low Volume Guardrail End - Type 3                    | Each                |
| 606.79  | Guardrail 350 Flared Terminal                        | Each                |

1. *Reflectorized Flexible Guardrail Markers shall be from Maine DOT's Approved Product List of Guardrail Material.*

2. *Installation:*

- a. *Each bolt-hole diameter shall be the bolt diameter +  $\frac{1}{16}$ ".*
- b. *Wood post attachment - attach marker with 2,  $\frac{5}{16}$ " diameter zinc-coated lag bolts, having 2" of embedment into wood post.*
- c. *Steel post attachment - attach marker with 2,  $\frac{1}{4}$ " diameter zinc-coated bolt, washer and nut assemblies, having  $\frac{1}{2}$ " of bolt extension behind steel post.*
- d. *When provided by the marker manufacturer, a stiffening pipe shall be inserted into the base of the marker prior to drilling bolt holes and shall remain in-place.*



## REFLECTORIZED FLEXIBLE GUARDRAIL MARKER DETAILS

606(34)



SPECIAL PROVISION  
SECTION 620  
GEOTEXTILES  
(Synthetic Compressible Inclusion)

DESCRIPTION

This work shall consist of furnishing and installing Synthetic Compressible Inclusion (SCI) panels to the lines, grades and thickness' specified and where shown on the Plans or as directed by the Engineer.

MATERIALS

Synthetic Compressible Inclusion (SCI) panels shall be furnished in 3 inch thicknesses as shown on the Plans. The SCI panels shall have a size tolerance of +1/8 inch for each dimension and meet the physical properties given below.

PHYSICAL PROPERTIES:

- ASTM D1622 Density (Nominal) 1.0 pcf
- ASTM D1621 Strength at 10% Deformation <5 psi
- ASTM D1623 Tensile Strength 16 psi
- ASTM D732 Shear Strength 55 psi
- ASTM D1621 Modulus of Elasticity <100 psi

PHYSICAL STANDARDS

- ASTM D3345-74 Insect Resistance (ants, termites etc.)

The SCI panels shall be produced by a manufacturer with an in place, third party certification, Quality Control program which is monitored by an independent testing organization.

The SCI panels shall be labeled with the manufacturer's name and product type.

Adhesive for installing SCI panels shall be supplied by the SCI panel manufacturer.

The Contractor shall submit two copies of the third party certified test report showing that the SCI panels meet the physical properties and standards listed above.

GeoTech TerraFlex manufactured by licensees of GeoTech Systems Corporation, 9912 Georgetown Pike, Suite D-2, Great Falls, Virginia 22066, (703) 759-0300, is an approved material.

The Department may randomly test SCI panels delivered to the job site. If any panel does not conform to the specified physical properties, the sampled shipment will be rejected.

#### CONSTRUCTION

Exercise care to prevent damage to the SCI panels during delivery, storage, and construction. Damaged panels shall not be used.

SCI panels shall be protected from: (1) Organic solvents such as acetone, benzene, and paint thinner; (2) Petroleum based solvents such as gasoline and diesel fuel; (3) Open flames; (4) Prolonged exposure to sunlight (no more than 90 days) during shipping and onsite storage.

Place walnut size daubs of adhesive spaced at 18 inches across the top of each panel and press the panel against the vertical surface. Stagger panel joints. Trim the panels as necessary to maintain proper coverage throughout the panel height. Trim or cut the panels using a handsaw or an alternative cutting method approved by the Resident.

#### METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Synthetic compressible inclusion shall not be measured separately for payment, but will be considered incidental to related contract items.

Auburn  
19284.00  
November 89, 2012

SPECIAL PROVISIONS  
SECTION 621 LANDSCAPE  
(Plant Species Specification and Quantities List)

The following list of items provides the estimated quantities for use on this project. All plants may not be used on the project. The scientific name of the plant material is provided along with the common name in parenthesis.

The contractor shall follow MaineDOT Standard Specifications (Section 621) for landscape materials and installation procedures. The MaineDOT Landscape Architect or their designee will be available to stake plant material locations and inspect plant materials at the time of planting.

Plantings will be placed to revegetate construction staging area from Sta.107+00 to 109+00 L.

A Two-year establishment period is incidental to this planting. No Maintenance Bond is required.

| ITEM NO | Description                                   | Unit | Quantity | Total |
|---------|-----------------------------------------------|------|----------|-------|
| 621.246 | Lg Deciduous Trees 3-4' Group A, Cont.        | Ea   |          | 15    |
|         | Acer rubrum (Red Maple)                       |      | 5        |       |
|         | Quercus macrocarpa (Burr Oak)                 | Ea.  | 5        |       |
|         | Quercus palustris (Pin Oak)                   | Ea.  | 5        |       |
| 621.248 | Lg Deciduous Trees 5-6' Group A, Cont.        | Ea   |          | 10    |
|         | Fraxinus pennsylvanica (Green Ash)            | Ea.  | 5        |       |
|         | Acer saccharinum (Silver Maple)               | Ea.  | 5        |       |
| 621.255 | Lg Deciduous Trees 8 – 10' Group A, Cont.     | Ea   |          | 3     |
|         | Acer rubrum (Red Maple), clump or single stem |      | 3        |       |
| 621.540 | Deciduous Shrubs 18 – 24" Group A, Cont.      |      |          | 10    |
|         | Amelanchier Canadensis (Shadblow)             | Ea   | 10       |       |

**SPECIAL PROVISION**  
**SECTION 627**  
**PAVEMENT MARKINGS**

The last paragraph of Subsection 627.10, Basis of Payment is revised by the addition of the following:

Pay Item

Pay Unit

627.733 4" White or Yellow Painted Pavement Marking Line

LF

SPECIAL PROVISION  
SECTION 635  
PREFABRICATED CONCRETE MODULAR GRAVITY WALL

The following replaces Section 635 in the Standard Specifications in its entirety:

635.01 Description. This work shall consist of the construction of a prefabricated modular reinforced concrete gravity wall in accordance with these specifications and in reasonably close conformance with the lines and grades shown on the plans, or established by the Resident.

Included in the scope of the Prefabricated Concrete Modular Gravity Wall construction are: all grading necessary for wall construction, excavation, compaction of the wall foundation, backfill, construction of leveling pads, placement of geotextile, segmental unit erection, and all incidentals necessary to complete the work.

The Prefabricated Concrete Modular Gravity Wall design shall follow the general dimensions of the wall envelope shown in the contract plans. The top of the leveling pad shall be located at or below the theoretical leveling pad elevation. The minimum wall embedment shall be at or below the elevation shown on the plans. The top of the face panels shall be at or above the top of the panel elevation shown on the plans.

The Contractor shall require the design-supplier to supply an on-site, qualified experienced technical representative to advise the Contractor concerning proper installation procedures. The technical representative shall be on-site during initial stages of installation and thereafter shall remain available for consultation as necessary for the Contractor or as required by the Resident. The work done by this representative is incidental.

635.02 Materials. Materials shall meet the requirements of the following subsections of Division 700 - Materials:

|                                    |         |
|------------------------------------|---------|
| Gravel Borrow                      | 703.20  |
| Preformed Expansion Joint Material | 705.01  |
| Reinforcing Steel                  | 709.01  |
| Structural Pre-cast Concrete Units | 712.061 |
| Drainage Geotextile                | 722.02  |

The Contractor is cautioned that all of the materials listed are not required for every Prefabricated Concrete Modular Gravity Wall. The Contractor shall furnish the Resident a Certificate of Compliance certifying that the applicable materials comply with this section of the specifications. Materials shall meet the following additional requirements:

Concrete Units:

Tolerances. In addition to meeting the requirements of 712.061, all prefabricated units shall be manufactured with the following tolerances. All units not meeting the listed tolerances will be rejected.

1. All dimensions shall be within (edge to edge of concrete)  $\pm 3/16$  inch.
2. Squareness. The length differences between the two diagonals shall not exceed  $5/16$  inch.
3. Surface Tolerances. For steel formed surfaces, and other formed surface, any surface defects in excess of 0.08 inch in 4 feet will be rejected. For textured surfaces, any surface defects in excess of  $5/16$  inch in 5 feet shall be rejected.

Joint Filler. (where applicable) Joints shall be filled with material approved by the Resident and supplied by the approved Prefabricated Concrete Modular Gravity Wall supplier. 4 inches wide, by 0.5 inch preformed expansion joint filler shall be placed in all horizontal joints between facing units. In all vertical joints, a space of 0.25 inch shall be provided. All Preformed Expansion Joint Material shall meet the requirements of subsection 502.03.

Woven Drainage Geotextile. Woven drainage geotextile 12 inches wide shall be bonded with an approved adhesive compound to the back face, covering all joints between units, including joints abutting concrete structures. Geotextile seam laps shall be 6 inches, minimum. The fabric shall be secured to the concrete with an adhesive satisfactory to the Resident. Dimensions may be modified per the wall supplier's recommendations, with written approval of the Resident.

Concrete Shear Keys. (where applicable) Shear keys shall have a thickness at least equal to the pre-cast concrete stem.

Concrete Leveling Pad. Cast-in-place concrete shall be Fill Concrete conforming to the requirements of Section 502 Structural Concrete. The horizontal tolerance on the surface of the pad shall be 0.25 inch in 10 feet. Dimensions may be modified per the wall supplier's recommendations, with written approval of the Resident.

Backfill and Bedding Material. Bedding and backfill material placed behind and within the reinforced concrete modules shall be gravel borrow conforming to the requirements of Subsection 703.20. The backfill materials shall conform to the following additional requirements: backfill and bedding material shall only contain particles that will pass the 3-inch square mesh sieve and the plasticity index (PI) as determined by AASHTO T90 shall not exceed 6. Compliance with the gradation and plasticity requirements shall be the responsibility of the Contractor, who shall furnish a copy of the backfill test results prior to construction.

The backfilling of the interior of the wall units and behind the wall shall progress simultaneously. The material shall be placed in layers not over 8 inches in depth, loose measure, and thoroughly compacted by mechanical or vibratory compactors. Puddling for compaction will not be allowed.

Materials Certificate Letter. The Contractor, or the supplier as his agent, shall furnish the Resident a Materials Certificate Letter for the above materials, including the backfill material, in accordance with Section 700 of the Standard Specifications. A copy of all test results performed by the Contractor or his supplier necessary to assure contract compliance shall also be furnished

to the Resident. Acceptance will be based upon the materials Certificate Letter, accompanying test reports, and visual inspection by the Resident.

635.03 Design Requirements. The Prefabricated Concrete Modular Gravity Wall shall be designed and sealed by a licensed Professional Engineer registered in accordance with the laws of the State of Maine. The design to be performed by the wall system supplier shall be in accordance with AASHTO LRFD Bridge Design Specifications, current edition, except as required herein. Design shall consider Strength, Service and Extreme Limit States. Thirty days prior to beginning construction of the wall, the design computations shall be submitted to the Resident for review by the Department. Design calculations that consist of computer generated output shall be supplemented with at least one hand calculation and graphic demonstrating the design methodology used. Design calculations shall provide thorough documentation of the sources of equations used and material properties. The design by the wall system supplier shall consider the stability of the wall as outlined below:

A. Stability Analysis:

1. Overturning: Location of the resultant of the reaction forces shall be within the middle one-half of the base width.
2. Sliding:  $R_R \geq \gamma_{p(max)} \cdot (EH + ES)$   
Where:  $R_R$  = Factored Sliding Resistance  
 $\gamma_{p(max)}$  = Maximum Load Factor  
EH = Horizontal Earth Pressure  
ES = Earth Surcharge (as applicable)
3. Bearing Pressure:  $q_R \geq$  Factored Bearing Pressure  
Where:  $q_R$  = Factored Bearing Resistance, as shown on the plans  
Factored Bearing Pressure = Determined considering the applicable loads and load factors which result in the maximum calculated bearing pressure.
4. Pullout Resistance: Pullout resistance shall be determined using nominal resistances and forces. The ratio of the sum of the nominal resistances to the sum of the nominal forces shall be greater than or equal to 1.5.

Live load surcharge on Prefabricated Concrete Modular Gravity walls shall be estimated as a uniform horizontal earth pressure due to an equivalent height of soil ( $h_{eq}$ ) taken from LRFD Table 3.11.6.4-2 with consideration for the distance from the wall pressure surface to the edge of traffic. Traffic impact loads transmitted to the wall through guardrail posts shall be calculated and applied in compliance with LRFD Section 11, where Article 11.10.10.2 is modified such that the upper 3.5 feet of concrete modular units shall be designed for an additional horizontal load of  $\gamma P_{H1}$ , where  $\gamma P_{H1}$  = 300 lbs per linear foot of wall.

- B. Backfill and Wall Unit Soil Parameters. For overturning and sliding stability calculations, earth pressure shall be assumed acting on a vertical plane rising from the back of the lowest wall stem. For overturning, the unit weight of the backfill within the wall units shall be limited to 96 pcf. For sliding analyses, the unit weight of the backfill within the wall units can be assumed to be 120 pcf. Both analyses may assume a friction angle of 34 degrees for backfill within the wall units.

These unit weights and friction angles are based on a wall unit backfill meeting the requirements for select backfill in this specification. Backfill behind the wall units shall be assumed to have a unit weight of 120 pcf and a friction angle of 30 degrees. The friction angle of the foundation soils shall be assumed to be 30 degrees unless otherwise noted on the plans.

- C. Internal Stability. Internal stability of the wall shall be demonstrated using accepted methods, such as Elias' Method, 1991. Shear keys shall not contribute to pullout resistance. Soil-to-soil frictional component along stem shall not contribute to pullout resistance. The failure plane used to determine pullout resistance shall be found by the Rankine theory only for vertical walls with level backfills. When walls are battered or with backslopes  $> 0$  degrees are considered, the angle of the failure plane shall be per Jumikis Method. For computation of pullout force, the width of the backface of each unit shall be no greater than 4.5 feet. A unit weight of the soil inside the units shall be assumed no greater than 120 pcf when computing pullout. Coulomb theory may be used.
- D. Safety Against Structural Failure. Prefabricated units shall be designed for all strength and reinforcement requirements in accordance with LRFD Section 5 and LRFD Article 11.11.5.
- E. External loads which affect the internal stability such as those applied through piling, bridge footings, traffic, slope surcharge, hydrostatic and seismic loads shall be accounted for in the design.
- F. The maximum calculated factored bearing pressure under the Prefabricated Concrete Modular Gravity block wall shall be clearly indicated on the design drawings.
- G. Stability During Construction. Stability during construction shall be considered during design, and shall meet the requirements of the AASHTO LRFD Bridge Design Specifications, Extreme Limit State.
- H. Hydrostatic forces. Unless specified otherwise, when a design high water surface is shown on the plans at the face of the wall, the design stresses calculated from that elevation to the bottom of wall must include a 3 feet minimum differential head of saturated backfill. In addition, the buoyant weight of saturated soil shall be used in the calculation of pullout resistance.
- I. Design Life. Design life shall be in accordance with AASHTO requirements or 75 years; the more stringent requirements apply.
- J. Not more than two vertically consecutive units shall have the same stem length, or the same unit depth. Walls with units with extended height curbs shall be designed for the added earth pressure. A separate computation for pullout of each unit with



extended height curbs, or extended height coping, shall be prepared and submitted in the design package described above.

**635.04 Submittals.** The Contractor shall supply wall design computations, wall details, dimensions, quantities, and cross sections necessary to construct the wall. Thirty (30) days prior to beginning construction of the wall, the design computations and wall details shall be submitted to the Resident for review. The fully detailed plans shall be prepared in conformance with Subsection 105.7 of the Standard Specifications and shall include, but not be limited to the following items:

- A. A plan and elevation sheet or sheets for each wall, containing the following: elevations at the top of leveling pads, the distance along the face of the wall to all steps in the leveling pads, the designation as to the type of prefabricated module, the distance along the face of the wall to where changes in length of the units occur, the location of the original and final ground line.
- B. All details, including reinforcing bar bending details, shall be provided. Bar bending details shall be in accordance with Department standards.
- C. All details for foundations and leveling pads, including details for steps in the leveling pads, as well as allowable and actual maximum bearing pressures shall be provided.
- D. All prefabricated modules shall be detailed. The details shall show all dimensions necessary to construct the element, and all reinforcing steel in the element.
- E. The wall plans shall be prepared and stamped by a Professional Engineer. Four sets of design drawings and detail design computations shall be submitted to the Resident.
- F. Four weeks prior to the beginning of construction, the contractor shall supply the Resident with two copies of the design-supplier's Installation Manual. In addition, the Contractor shall have two copies of the Installation Manual on the project site.

#### **635.05 Construction Requirements**

**Excavation.** The excavation and use as fill or disposal of all excavated material shall meet the requirements of Section 203 -- Excavation and Embankment, except as modified herein.

**Foundation.** The area upon which the modular gravity wall structure is to rest, and within the limits shown on the submitted plans, shall be graded for a width equal to, or exceeding, the length of the module. Prior to wall and leveling pad construction, this foundation material shall be compacted to at least 95 percent of maximum laboratory dry density, determined using AASHTO T180, Method C or D. Frozen soils and soils unsuitable or incapable of sustaining the required compaction, shall be removed and replaced.

A concrete leveling pad shall be constructed as indicated on the plans. The leveling pad shall be cast to the design elevations as shown on the plans, or as required by the wall supplier upon written approval of the Resident. Allowable elevation tolerances are +0.01 feet and -0.02 feet from the design elevations. Leveling pads which do not meet this requirement shall be repaired or replaced as directed by the Resident at no additional cost to the Department. Placement of wall units may begin after 24 hours curing time of the concrete leveling pad.

Method and Equipment. Prior to erection of the Prefabricated Concrete Modular Gravity Wall, the Contractor shall furnish the Resident with detailed information concerning the proposed construction method and equipment to be used. The erection procedure shall be in accordance with the manufacturer's instructions. Any pre-cast units that are damaged due to handling will be replaced at the Contractor's expense.

Installation of Wall Units. A field representative from the wall system being used shall be available, as needed, during the erection of the wall. The services of the representative shall be at no additional cost to the Department. Vertical and horizontal joint fillers shall be installed as shown on the plans.

The maximum offset in any unit joint shall be 3/4 inch. The overall vertical tolerance of the wall, plumb from top to bottom, shall not exceed 1/2 inch per 10 feet of wall height. The prefabricated wall units shall be installed to a tolerance of plus or minus 3/4 inch in 10 feet in vertical alignment and horizontal alignment.

Select Backfill Placement. Backfill placement shall closely follow the erection of each row of prefabricated wall units. The Contractor shall decrease the lift thickness if necessary to obtain the specified density. The maximum lift thickness shall be 8 inches (loose). Gravel borrow backfill shall be compacted in accordance with Subsection 203.12 except that the minimum required compaction shall be 92 percent of maximum density as determined by AASHTO T180 Method C or D. Backfill compaction shall be accomplished without disturbance or displacement of the wall units. Sheepsfoot rollers will not be allowed. Whenever a compaction test fails, no additional backfill shall be placed over the area until the lift is recompacted and a passing test achieved.

The moisture content of the backfill material prior to and during compaction shall be uniform throughout each layer. Backfill material shall have a placement moisture content less than or equal to the optimum moisture content. Backfill material with a placement moisture content in excess of the optimum moisture content shall be removed and reworked until the moisture content is uniform and acceptable throughout the entire lift. The optimum moisture content shall be determined in accordance with AASHTO T180, Method C or D. At the end of the day's operations, the Contractor shall shape the last level of backfill so as to direct runoff of rain water away from the wall face.

635.06 Method of Measurement. Prefabricated Concrete Modular Gravity Wall will be measured by the square foot of front surface not to exceed the dimensions shown on the contract plans or authorized by the Resident. Vertical and horizontal dimensions will be from the edges

of the facing units. No field measurements for computations will be made unless the Resident specifies, in writing, a change in the limits indicated on the plans.

635.07 Basis of Payment. The accepted quantity of Prefabricated Concrete Modular Gravity Retaining Wall will be paid for at the contract unit price per square foot complete in place. Payment shall be full compensation for furnishing all labor, equipment and materials including excavation, foundation material, backfill material, pre-cast concrete units hardware, joint fillers, woven drainage geotextile, cast-in-place coping or traffic barrier and technical field representative. Cost of cast-in-place concrete for leveling pad will not be paid for separately, but will be considered incidental to the Prefabricated Concrete Modular Gravity Wall.

There will be no allowance for excavating and backfilling for the Prefabricated Concrete Modular Gravity Wall beyond the limits shown on the approved submitted plans, except for excavation required to remove unsuitable subsoil in preparation for the foundation, as approved by the Resident. Payment for excavating unsuitable material shall be full compensation for all costs of pumping, drainage, sheeting, bracing and incidentals for proper execution of the work.

Payment will be made under:

| <u>Pay Item</u>                                    | <u>Pay Unit</u> |
|----------------------------------------------------|-----------------|
| 635.14 Prefabricated Concrete Modular Gravity Wall | Square Foot     |

SPECIAL PROVISION  
SECTION 652  
 MAINTENANCE OF TRAFFIC  
 (Traffic Control)

Failure by the contractor to follow the Contracts 652 Special Provisions and Standard Specification and/or The Manual on Uniform Traffic Control Devices (MUTCD) and/or The Contractors own Traffic Control Plan will result in a violation letter and result in a reduction in payment as shown in the schedule below. The Departments Resident or any other representative of The Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Any reduction in payment under this Special Provision will be in addition to forfeiting payment of maintenance of traffic control devices for that day.

**ORIGINAL CONTRACT AMOUNT**

| from             | Up to and        | Amount of Penalty            |
|------------------|------------------|------------------------------|
| <u>More Than</u> | <u>Including</u> | <u>Damages per Violation</u> |
| \$0              | \$100,000        | \$250                        |
| \$100,000        | \$300,000        | \$500                        |
| \$300,000        | \$500,000        | \$750                        |
| \$500,000        | \$1,000,000      | \$1,500                      |
| \$1,000,000      | \$2,000,000      | \$2,500                      |
| \$2,000,000      | \$4,000,000      | \$5,000                      |
| \$4,000,000      | and more         | \$10,000                     |

SPECIAL PROVISION  
SECTION 652  
MAINTENANCE OF TRAFFIC  
Construction Sign Sheeting Material

Super high intensity fluorescent retroreflective sheeting, ASTM D 4956 - Type VII, Type VIII, or Type IX (prismatic), is required for all construction signs.

**SPECIAL PROVISION**  
**SECTION 656**  
Temporary Soil Erosion and Water Pollution Control

The following is added to Section 656 regarding Project Specific Information and Requirements. All references to the Maine Department of Transportation Best Management Practices for Erosion and Sedimentation Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The latest version is dated "February 2008" and is available at:

<http://www.maine.gov/mdot/environmental-office-homepage/surface-water-resources.php>

**Procedures specified shall be according to the BMP Manual unless stated otherwise.**

**Project Specific Information and Requirements**

The following information and requirements apply specifically to this Project. The temporary soil erosion and water pollution control measures associated with this work shall be addressed in the Soil Erosion and Water Pollution Control Plan (SEWPCP.)

1. Newly disturbed earth shall be mulched by the end of each workday. Mulch shall be maintained on a daily basis.
2. The SEWPCP shall describe the location and method of temporary erosion and sediment control for existing and proposed catch basins, outlet areas and culvert inlets and outlets.
3. **If water is flowing within the drainage system, the water shall be diverted to a stable area or conduit and work shall be conducted in the dry.** The Contractor's plan shall address when and where the diversions will be necessary.
4. Dust control items other than those under Standard Specification 637, if applicable, shall be included in the plan.
5. Permanent slope stabilization measures shall be applied within one week of the last soil disturbance. Temporary slope stabilization is required on a daily basis.
6. Permanent seeding shall be done in accordance with *Special Provision, Section 618, Seeding* unless the Contract states otherwise.
7. Culvert inlet and outlet protection shall be installed within 48 hours of culvert installation, or prior to a storm event, whichever is sooner.

**SPECIAL PROVISION**

**SECTION 656**

**Temporary Soil Erosion and Water Pollution Control**

8. Temporary winter stabilization must be used between November 1<sup>st</sup> and April 1<sup>st</sup> or outside of that time period if the ground is frozen or snow covered. Temporary winter stabilization involves, at a minimum, covering all disturbed soils and seeded ground that is not Acceptable Work with an approved method. If temporary winter stabilization practices are used then spring procedures for permanent stabilization shall also be described in the SEWPCP. Use of these methods for over-winter temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75.
9. Demolition debris (including debris from wearing surface removal, saw cut slurry, dust, concrete debris, etc.) shall be contained and shall not be allowed to discharge to any resource. All demolition debris shall be disposed of in accordance with *Standard Specifications, Section 202.03, Removing Existing Superstructure, Structural Concrete, Railings, Curbs, Sidewalks and Bridges*. Containment and disposal of demolition debris shall be addressed in the Contractor's SEWPCP.
10. If a cofferdam sedimentation basin is used, it shall be located in an upland area where the water can settle and sink into the ground or be released slowly to the resource in a manner that will not cause erosion. The location of such a cofferdam sedimentation basin shall be addressed in the SEWPCP.
11. Prior to release to a natural resource, any impounded water that has been in contact with concrete placed during construction must have a pH between 7.0 and 8.5, must be within one pH unit of the background pH level of the resource and shall have a turbidity no greater than the receiving resource. This requirement is applicable to concrete that is placed or spilled (including leakage from forms) as well as indirect contact via tools or equipment. Water not meeting release criteria shall be addressed in the SEWPCP. Discharging impounded water to the stream must take place in a manner that does not disturb the stream bottom or cause erosion.
12. The Contractor shall be responsible for monitoring pH with a calibrated meter accurate to 0.1 units. A record of pH measurements shall be kept in the Environmental Coordinator's log (Section 656.4.4.)

**SPECIAL PROVISION**  
**SECTION 827**  
GAS MAIN TRENCH  
EXCAVATION & BACKFILL

**Description:**

The work under this item includes all labor, materials and equipment necessary to complete the work specified in this Section, complete in place, including but not limited to the following:

- Excavation.
- Gas main pipe line bedding sand placement.

**Limits of Work:**

The Resident and the Contractor will locate in the field the locations and limits of work to which the Drawing details and quantities will be applied.

**Materials:**

Bedding sand shall consist of granular material free of angular aggregate produced from blasting or crushing operations. Grain size distribution shall consist of the following:

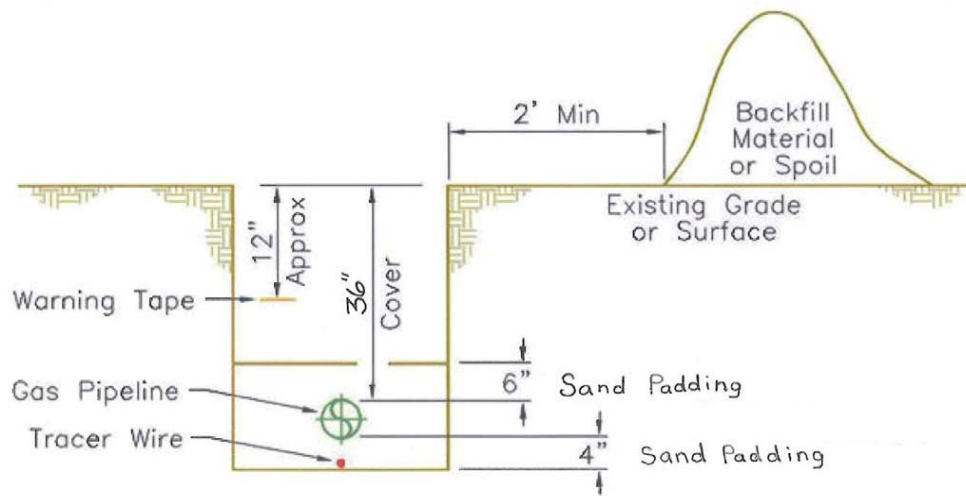
- 100% passing the ½ inch sieve
- 0 to 70% passing the #40 sieve
- 0 to 10% passing the #200 sieve

One conformance test shall be required prior to backfilling operations.

**Construction Methods:**

The trench width shall be sufficient to install the gas main and allow for sufficient compaction of the bedding sand as shown below.





Bedding sand shall be placed in maximum lift thickness of 6 inches, loose measure, with moisture content sufficient to achieve a consistent course, as accepted by the Owner. Compaction shall be with a minimal of 4 passes of a vibratory plate compactor, with a minimal static weight of 250 pounds, sufficient to achieve a consistent course, as accepted by Owner in place.

The labor, materials and equipment necessary to complete the gas main installation and necessary appurtenances including but not limited to the items listed below, will be supplied and installed by the gas main owner.

- Gas main piping and associated fittings
- Warning tape
- Tracer wire

#### **Method of Measurement:**

Gas Main Trenching measured for payment shall consist of the actual number of linear feet as measured along the centerline of the trench as excavated and backfilled. Payment shall also be compensation for coordination and maintaining communications with the gas main owner.

#### **Basis of Payment:**

The accepted quantity of Gas Main Trenching will be paid for at the Contract unit price per linear foot complete in place. Price shall include all materials, equipment, tools and labor incidental thereto.

Payment will be made under:

#### **Pay Item**

827.362 Gas Main Trenching

#### **Pay Unit**

Linear Foot

## TABLE OF CONTENTS

### SECTION

### TITLE

#### DIVISION 1 - GENERAL REQUIREMENTS (WATER & SEWER)

|       |                          |
|-------|--------------------------|
| 01010 | Summary of Work          |
| 01050 | Coordination             |
| 01150 | Measurement and Payment  |
| 01720 | Project Record Documents |

#### DIVISION 2 - SITE WORK

|       |                                                     |
|-------|-----------------------------------------------------|
| 02200 | Earthwork (Water & Sewer)                           |
| 02615 | Ductile Iron Pipe & Fittings (Water)                |
| 02628 | High Density Polyethylene Pipe and Fittings (Sewer) |
| 02650 | Buried Utility Markings (Water & Sewer)             |
| 02751 | Sewer Flow Control (Sewer)                          |

#### DIVISION 15 – MECHANICAL

|        |                                   |
|--------|-----------------------------------|
| 15189A | Preinsulated Pipe (Water & Sewer) |
|--------|-----------------------------------|

### END OF SECTION

## SECTION 01010A

### SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. Work Included: Water and Sewer Utility Improvements located near the Littlefields Bridge replacement project in Auburn, Maine. The major proposed utility work includes:
1. The Contractor shall be responsible for water and sewer utility work from 5-feet outside of the southerly and northerly approach slabs including the water and sewer utility crossings on the new bridge.
    - a. Sewer infrastructure and all appurtenances including pipe hangers and supports, and casing pipe as shown on the Drawings;
    - b. Water infrastructure and all appurtenances including pipe hanger and supports, and casing pipe as shown on the Drawings; and
    - c. Other work as shown on the Drawings and specified herein.
  2. Utility Owners include the following entities:
    - a. Auburn Water & Sewerage District
  3. Coordination with Auburn Water and Sewerage Districts:
    - a. The Auburn Water and Sewerage Districts will be responsible for utility tie in work at each end of the project up to 5-feet outside of the approach slabs.
    - b. The Auburn Sewerage District (ASD) operates the River Station Sewer Pump Station immediately adjacent to the project site. This pump station must remain operating at all times during the construction. Access shall be maintained at all times during the construction to allow Auburn Sewerage District personnel access to the station.
    - c. Auburn Sewerage District will install a new “doghouse” manhole near station 108+10. In addition ASD will install new 24-inch HDPE pipe to connect to the 24-inch HDPE installed by the contractor. A new manhole will be installed by ASD near station 110+70 with a connection to the existing pump station wetwell. ASD will also install a new 24-inch HDPE pipe from the manhole to the 24-inch HDPE installed past the northerly approach slab. ASD will test the new pipe after final connections are completed.
    - d. Auburn Water District (AWD) will complete connections to the existing water system on each side of the project and install new 16-inch ductile iron piping to connect to the 16-inch ductile iron piping installed by the Contractor. The corporation required for the air release assembly will be supplied by the AWD. AWD will flush, disinfect, and test the new pipe after all final connections are completed.

- B. Related Work Specified Elsewhere:
  - 1. Coordination: Section 01050
  - 2. Utility Material Specifications are contained in Division 2.
  - 3. Preinsulated Pipe is specified in Division 15.
- C. Removals, Relocations and Rearrangements
  - 1. Examine the existing site for the work of all trades which will influence the cost of the work under the bid. This work shall include removals, relocations, disposals, and rearrangements which may interfere with, disturb or complicate the performance of the work under the bid involving systems, equipment and related service lines, which shall continue to be utilized as part of the finished project. The Contractor is responsible for all coordination in this regard.
  - 2. Provide in the bid a sufficient amount to include all removals, relocations, disposals, rearrangements and reconnections herein specified, necessary or required to provide approved operation and coordination of the combined new and existing systems and equipment.

1.2 PROGRESS OF WORK

- A. The Contractor shall promptly start construction under this contract and continue actual construction work under this contract with the necessary crews and equipment to properly execute and complete this contract in the specified time. No cessation of Contractor's operations will be allowed without the approval of the Owner. The rate of progress shall be satisfactory to the Owner and the Engineer. The Contractor shall furnish to the Engineer a progress and a cash flow schedule for the utility work at the preconstruction conference.
- B. The Contractor shall become familiar with the City of Auburn, Auburn Water District, and Maine DOT standards for road way work.

1.3 DETOURS AND ROAD ACCESSIBILITY

- A. The Contractor shall contact the responsible heads of the Fire, Police, Highway and other appropriate governing bodies of the municipality in order to obtain necessary permits and determine the requirements of said departments with respect to traffic control, alternate vehicular access routes, etc. All traffic controls shall be coordinated with the City of Auburn and Auburn Water and Sewerage District. Where the roadway under construction is the only means of vehicular access to a particular area, the Contractor shall provide continual access to the area for residents and emergency vehicles.
- B. The Contractor is responsible for providing flaggers and maintaining two-way traffic during construction.

1.4 CHANGE IN AMOUNT OF WORK

- A. The Owner reserves the right to increase or decrease the amount of any item of the work listed as may be found desirable or necessary during the carrying out of this contract and the unit prices quoted in the Proposal shall apply without change to such variation in the quantity of each of the Items. The Owner may elect to reduce the areas where work is scheduled and other related work from the contract.

1.5 SEQUENCE OF CONSTRUCTION

- A. The Contractor shall insure that no excavation be left open, unguarded, or water filled during any period of time when work is not actually in progress. It is the purpose and intent that all excavations and backfill, including consolidation operations, the installation of service connections and temporary surfacing and pavements within an area be accomplished expeditiously before proceeding to other work areas. Construction scheduling and methods will be discussed at the pre-construction conference.
- B. The Owner reserves the right to schedule the Contractor to construct at any locations within the project area. At the same time the Owner may order the suspension of construction at any location. The Contractor is advised that various permits are necessary for the progress of the work.
- C. The Contractor shall pay special attention to the schedule and number of construction days as specified. If the Contractor exceeds the number of construction days, he shall pay liquidated damages and incur all additional expenses to include additional costs for uniformed police officer.
- D. The Contractor is permitted to have multiple construction crews if required to meet the construction time frame.

1.6 VISIT TO THE SITE

- A. Before submitting a bid, the Contractor shall visit the project site, examine their conditions and thoroughly acquaint himself with the conditions for performing the work. He shall also study the drawings and compare the same with the information gathered during his examination of the sites, as no extra compensation will be authorized for extra work caused by his unfamiliarity with the sites and/or drawings or the conditions peculiar to this job.

1.7 DISPOSAL OF EXCESS MATERIAL

- A. All surplus material, removed from the excavations shall remain the property of the Owner and shall be deposited by the Contractor as directed by the Owner within the limits of the municipality wherein the work is being performed. The Contractor is responsible for the disposal fees incurred at the City's Disposal Facility for the deposition of all waste, unsuitable and hazardous materials from the work performed.
- B. The Contractor is responsible for the disposal of all removed water mains in a suitable manner.
- C. The contractor is responsible for the disposal of all removed materials from the demolition of the Trolley Bridge.

1.8 TECHNICAL SPECIFICATIONS

- A. All technical specifications such as ASTM, AWWA, AASHTO, etc, referred to in these specifications refer to the latest revision of such technical specifications.

1.9 SPECIAL CONDITIONS

- A. The Contractor is advised that protection of the existing utilities in the vicinity of the project, and the assurance of uninterrupted service during the contract period is of the essence.
- B. In the event that blasting or other operations undertaken by the Contractor under this contract result in damages to, all necessary repairs to water piping, valves, hydrants, fittings, cables, sewer mains, etc., shall be done by the Contractor. The Contractor shall provide, at no extra cost to the Owner, all necessary materials, equipment and labor necessary to satisfactorily excavate backfill, repair, etc., in conjunction with such repair work.
- C. The location and size for some of the existing utility poles, fencing, sewers, drains, culverts, water mains, gas mains, cables, service pipes, etc., shown on the plans, were obtained from the results of aerial images, surveys and existing records and are shown as approximately only, to guide the Contractor in the preparation of his bid. The location and depth of existing utilities will be determined by the various utility companies by marking them out upon the ground and by experimental excavations by the Contractor prior to and as the work progresses. The plans do not show the exact location and depth of all utilities, nor do they show all utilities that may be encountered. Many of the utilities in the project area are private utilities.
- D. Prior to commencing excavation work, the Contractor shall notify Dig-Safe (1-800-322-4844) to have all existing public and private utility lines and underground structures marked out.
- E. The Contractor is encouraged to use local subcontractors and suppliers to the extent practicable in undertaking the work.
- F. Erosion control costs shall be the responsibility of the Contractor.
- G. Traffic control costs associated with the utility work shall be responsibility of the Contractor and coordinated with the City Police and Fire Departments.
- H. The utility bid items include separate payment for installed pipe and appurtenances and for tested pipe and appurtenances. The testing portion of the bid item payment shall not be released to the Contractor until all work in the area is completed. Testing of sewer mains and manholes and new water mains will be completed by the Auburn Water and Sewerage District in coordination with the Contractor.

1.10 PERMITS, FEES AND BONDS

- A. The Contractor shall obtain and comply with all required permits, pay all fees and provide all bonds necessary to complete the work as specified.

1.11 EXISTING UTILITIES AND STRUCTURES

- A. The location and size of some existing underground facilities such as sewers, drains, culverts, water mains, gas mains, cables, service pipes, etc., are shown on the plans, based on results of surveys and existing records, and are shown as approximate only. The plans do not show the exact location and depth of all utilities, nor do they show all utilities that may be encountered.

- B. The Contractor shall assume that there are existing underground utility connections to each and every building or structure along the line of work, whether they appear on the drawings or not. The Contractor shall notify the proper utility companies and obtain and preserve the locations as marked for all existing gas, electric and other utilities that may be encountered along the line of work, until such time as such markings are no longer required.
- C. The Contractor shall dig by hand in advance of the trenching machinery to determine the exact location and depth of each utility to be encountered. Excavating machinery shall be stopped at least two feet away from each side of the utility to be crossed and the Contractor shall tunnel by hand under these utilities after he has ascertained their exact location and depth.

1.12 TWENTY-FOUR (24) HOUR EMERGENCY SERVICE

- A. The Contractor shall maintain a 24-hour, 7-day a week telephone service and a local facility to handle emergency requirements such as settled trenches, clogged drains, rain damage, etc. The Contractor's emergency personnel shall be able to respond to emergency calls within thirty minutes. A list of the personnel and their telephone numbers shall be submitted to the Owner, Public Works and Engineering Departments and to the local Police and Fire Departments. This requirement shall apply during the entire length of the project.
- B. This list shall be submitted on the Contractor's letterhead and shall state that should an emergency arise during the implementation of this project, these people are to be contacted. The Contractor shall submit this letter at the Pre-Construction Conference.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. As specified in the respective sections of these specifications.

PART 3 - EXECUTION

3.1 MAINTAIN EXISTING WATER WORKS

- A. Existing operations:
  - 1. Existing water service shall be maintained at all times until the new main and connections are completed.
  - 2. The Contractor shall not operate any of the Water District's infrastructure. The Water District shall be contacted at least one day in advance for any need to operating existing valves for isolation.
- B. Minimize Interference:
  - 1. The Contractor shall at all times conduct his operations so as to interfere as little as possible with existing works. The Contractor shall develop a program, in cooperation with the Engineer, Owner and interested officials, which shall

provide for the construction and putting into service of the new works in the most orderly manner possible. This program shall be adhered to except as deviations therefrom are expressly permitted.

2. Work of connecting with, cutting into and reconstructing existing pipes or structures shall be planned to interfere with the operation of the existing facilities for the shortest possible time and when the demands on the facilities best permit such interference. It may be necessary to work outside of normal working hours to minimize interference. Before starting work which will interfere with the operation of existing facilities, the Contractor shall do all possible preparatory work and shall see that all tools, materials, and equipment are made ready and at hand.
3. All existing mains shall remain operational until such time as the new water main is brought on line and into service.

### 3.2 CONSTRUCTION SEQUENCE

- A. Construction of the proposed water mains will not disrupt the existing water service.
- B. The Contractor shall submit to the MDOT, Engineer and Owner for review and acceptance a complete schedule of his proposed sequence of construction operations prior to commencing any work. This schedule shall include the Contractor's plans for doing the work. The schedule shall provide details of the complete project including new main installation, casing pipe connections, carried pipe connection details, testing and disinfecting, service connections, and abandoning the existing main. The sequencing plan shall include details on when the pipes will be hung from the new bridge structure, sliding the bridge into place and installation of the casing pipe and associated connections.

### 3.3 COORDINATION

- A. The Contractor shall properly coordinate with all local and state departments, affected by work occurring in proposed locations.
- B. Utility location and coordination shall be done by the contractor. Dig Safe shall be contacted prior to the layout or excavation of any work.

## PART 4 - SCHEDULE

### 4.1 LIMITATIONS

- A. All construction activities will be prohibited on Saturdays, Sundays, legal holidays and weekdays, before 7:00 AM, and after 7:00 PM except during emergencies as defined in the General Conditions and unless Owner has specifically granted permission in writing.

END OF SECTION



SECTION 01050COORDINATIONPART 1 - GENERAL1.1 DESCRIPTION

- A. Contractor is required to work in close proximity to Owner's existing facilities. The Contractor, under this Contract, will be responsible for coordinating construction activities with Owner to ensure that services, facilities, and safe working conditions are maintained.
- B. The Owner will be interfacing with this Contract and working within the work area and in the vicinity of this Contract. The Contractor, under this contract, shall act as Construction Coordinator and shall coordinate construction activities with other Contractors working for Owner.
- C. Any damage to existing structures, equipment and property, accepted equipment or structures, and property or work in progress by others; as a result of the Contractor's or his subcontractor's operations shall be made good by the Contractor at no additional cost to the Owner.

1.2 COORDINATION WITH OTHERS

- A. Auburn Water and Sewerage Districts:
  - 1. Contractor shall coordinate access, egress, detours and traffic control, if required, at each site with the local authorities. The Contractor shall notify Police, Fire Department and Rescue Squad at least 24 hours in advance of any street closings or detours, if necessary.
  - 2. The Contractor shall be responsible for coordinating and maintaining public services to all public and private properties.
  - 3. The Contractor shall be responsible for coordinating disruptions to sewer infrastructure.
  - 4. Work associated with replacement and upgrade of the sewer system shall be coordinated with the Auburn Sewerage District. The work shall also be coordinated with the on-going operations of the River Station Sewer Pump Station. Access to this facility must be maintained at all times during construction.
  - 5. Work associated with replacement and upgrade of the water system shall be coordinated with the Auburn Water District.
- B. Central Maine Power Company (CMP):
  - 1. The Contractor shall be responsible for coordinating all work around CMP facilities with CMP and shall bear all costs of inspection requirements, temporary facilities relocation and other requirements.
- C. Verizon:
  - 1. The Contractor shall be responsible for coordinating and providing telephone service to all construction sites, both temporary and permanent. The Contractor shall also be responsible for coordinating all work around Verizon facilities with Verizon and shall bear all costs of inspection requirements, temporary facilities relocation and all other requirements.

- D. Time Warner Cable:
  - 1. The Contractor shall be responsible for coordinating and providing cable service to all construction sites, both temporary and permanent. The Contractor shall also be responsible for coordinating all work around Time Warner Cable facilities with Time Warner Cable and shall bear all costs of inspection requirements, temporary facilities relocation and all other requirements.
- E. Maine Department of Transportation:
  - 1. The Contractor shall be responsible for coordination with the MDOT as outlined in the MDOT Special Provisions Section 104.
- F. Unitil:
  - 1. The Contractor shall be responsible for coordination with Unitil regarding the relocation of the gas main to the new bridge. Refer to drawings and specifications prepared by others for work related to the gas main relocation.

END OF SECTION

## SECTION 01150

### MEASUREMENT AND PAYMENT

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. For lump sum items, payment shall be made to the Contractor in accordance with an accepted Progress Schedule and Schedule of Values on the basis of actual work completed.
- B. For unit-price items, payment shall be based on the actual amount of work accepted and for the actual amount of materials in place, as shown by the final measurements.
  - 1. All units of measurement shall be standard United States convention as applied to the specific items of work by tradition and as interpreted by the Engineer. The project has been completed in metric units.
  - 2. At the end of each day's work, the Contractor's Superintendent or other authorized representative of the Contractor shall meet with the Resident Project Representative and determine the quantities of unit price work accomplished and/or completed during the work day.
  - 3. The Resident Project Representative will then prepare two "Daily Progress Reports" which shall be signed by both the Resident Project Representative and Contractor's Representative.
  - 4. Once each month the Resident Project Representative will prepare two "Monthly Progress Summation" forms from the month's accumulation of "Daily Progress Reports" which shall also be signed by both the Resident Project Representative and Contractor's Representative.
  - 5. These completed forms will provide the basis of the Engineer's monthly quantity estimate upon which payment will be made. Items not appearing on both the Daily Progress Reports and Monthly Progress Summation will not be included for payment. Items appearing on forms not properly signed by the Contractor will not be included for payment.
  - 6. After the work is completed and before final payment is made therefor, the Engineer will make final measurements to determine the quantities of various items of work accepted as the basis for final settlement.

##### 1.2 SCOPE OF PAYMENT

- A. Payments to the Contractor will be made for the actual quantities of the Contract items performed and accepted in accordance with the Contract Documents. Upon completion of the construction, if these actual quantities show either an increase or decrease from the quantities given in the Bid Form, the Contract unit prices will still prevail.
- B. The Contractor shall accept in compensation, as herein provided, in full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced by the Contract; also for all loss or damage arising from the nature of the Work, or from

the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work and until its final acceptance by the Engineer, and for all risks of every description connected with the prosecution of the work, except as provided herein, also for all expenses incurred in consequence of the suspension of the work as herein authorized.

- C. The payment of any partial estimate or of any retained percentage except by and under the approved final invoice, in no way shall affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damage due to such defects.

1.3 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

- A. When alterations in the quantities of work not requiring supplemental agreements, as hereinbefore provided for, are ordered and performed, the Contractor shall accept payment in full at the Contract price for the actual quantities of work done. No allowance will be made for anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

1.4 OMITTED ITEMS

- A. Should any items contained in the bid form be found unnecessary for the proper completion of the work contracted, the Engineer may eliminate such items from the Contract, and such action shall in no way invalidate the Contract, and no allowance will be made for items so eliminated in making final payment to the Contractor.

1.5 PARTIAL PAYMENTS

- A. Partial payments shall be made monthly as the work progresses. Partial payment shall be made subject to the provisions of the Supplemental and General Conditions.

1.6 PAYMENT FOR MATERIAL DELIVERED

- A. When requested by the Contractor and at the discretion of the Owner, payment may be made for all or part of the value of acceptable, non-perishable materials and equipment which are to be incorporated into bid items, have not been used, and have been delivered to the construction site or placed in storage places acceptable to the Owner. Payment shall be subject to the provisions of the General and Supplementary Conditions.
- B. No payment shall be made upon fuels, supplies, lumber, false work, or other materials, or on temporary structures or other work of any kind which are not a permanent part of the Contract.

1.7 FINAL PAYMENT

- A. The Engineer will make, as soon as practicable after the entire completion of the project, a final quantity invoice of the amount of the Work performed and the value of such Work. Owner shall make final payments of the sum found due less retainages subject to the provisions of the General and Supplementary Conditions.

1.8 INCIDENTAL WORK

- A. Incidental work items for which separate payment is not made for the proposed utility work include (but are not limited to) the following items:
1. Clearing, grubbing and stripping - covered under MDOT Payment Items
  2. Dust control - covered under MDOT Payment Items
  3. Dewatering – covered under MDOT Payment Items
  4. Erosion control - covered under MDOT Payment Items
  5. Restoration of property, and replacement of fences, curbs, structures and other minor items disturbed by the construction activities - covered under MDOT Payment Items
  6. Coordination with the Owner, Utilities and others, including related inspection cost (refer to Section 01050)
  7. Utility crossings and relocations, unless payment is otherwise made
  8. Steel and/or wood sheeting as required, including that left in place
  9. Project record documents
  10. Materials testing - covered under MDOT Payment Items
  11. Construction schedules, bonds, insurance, shop drawings, warranties, guarantees, certifications, and other submittals required by the Contract Documents
  12. Repair and replacement of utilities damaged by construction activities and corresponding proper disposal of removed materials
  13. Temporary utilities for construction and to maintain existing service during construction
  14. Quality control testing
  15. Temporary construction and other facilities not to be permanently incorporated into the Work necessary for construction sequencing and maintenance of operations
  16. Weather protection
  17. Permits not otherwise paid for or provided by the Owner or MDOT
  18. Visits to the Project site or elsewhere by personnel or agents of the Contractor, including manufacturer's representatives, as may be required.
  19. On-site and other facilities acceptable to Engineer for the storage of materials, supplies and equipment to be incorporated into the Work
  20. Facilities start-up services required by the Contract Documents.
  21. Mobilization/demobilization - covered under MDOT Payment Items; mobilization shall be pro-rated based on a percentage of the overall project costs as noted in the Summary of Work.
  22. Gravel or crushed stone for driveway aprons- covered under MDOT Payment Items
  23. Pipe Markings
  24. Pavement Markings - covered under MDOT Payment Items
  25. Removal of Existing Pavement- covered under MDOT Payment Items
  26. Earthwork (except ledge) - covered under MDOT Payment items
  27. Preconstruction Photos and Videos
  28. Construction Administration and Insurance

- 29. Bedding Material
- 30. Excavation, backfilling and compaction
- 31. Required fittings and bends
- 32. Thrust blocks
- 33. Maintenance of all existing sewer flows and repair of existing sewer pipes
- 34. Loam, seeding, grading, liming, fertilization, mulching, and watering - covered under MDOT Payment Items
- 35. All excavation except the test pits specifically shown or ordered by the Engineer to establish sewer line and water line locations, earth excavation below grade and rock excavation
- 36. Granite/concrete/bituminous curbs - covered under MDOT Payment Items
- 37. Test pits to establish in place field soils density, groundwater conditions, or requirements for dewatering
- 38. Concrete sidewalks - covered under MDOT Payment Items
- 39. Aggregate base for roadways - covered under MDOT Payment Items

1.9 DESCRIPTION OF PAY ITEMS-WATER & SEWER UTILITIES

- A. The following sections describe the measurement of and payment for the work to be done under the respective items listed in the Bid Form.
- B. Each unit or lump-sum price stated in the Bid Form shall constitute full compensation, as herein specified, for each item of the work completed.

Item Nos. 830.10 - Furnish and Install Water Main Bridge Crossing – Pre-Insulated

- A. Method of Measurement: Construction of the Water Main Bridge Crossing Pre-Insulated measured for payment shall be the contract lump sum price installed and accepted complete in place for all work including the pipe hangers, casing pipe, air release connection, pre-insulated pipe materials and associated fittings, as shown on the Drawings.
- B. Basis of Payment: The contract lump sum price shall be full compensation for furnishing all pipes, pipe fittings, insulation, heat trace, casing pipe and fittings, casing spacers, and other materials required for the installation of the pipeline; for pipe hangers; for dewatering; for installing the pipelines; for excavating, laying, setting, and jointing all pipes and fittings; for furnishing and placing all bedding, haunching and initial backfill; for backfilling; for compaction; for air release connection; for thrust blocks; for restraining joints; for furnishing and placing all temporary and/or permanent sheeting and bracing; for coordination with work to be completed by the Owner; for all labor, tools and construction equipment; and for all other work and expenses incidental thereto.

Item No. 830.13 - Furnish and Install Sewer Main Bridge Crossing - Pre-Insulated

- A. Method of Measurement: Construction of the Sewer Main Bridge Crossing – Pre-Insulated measured for payment shall be the contract lump sum price installed and accepted complete in place for all work including the pipe hangers, casing pipe, pre-insulated pipe materials and associated fittings, as shown on the Drawings.
- B. Basis of Payment: The contract lump sum price shall be full compensation for furnishing all pipes, pipe fittings, insulation, heat trace, casing pipe and fittings, casing spacers, and other materials required for the installation of the pipeline; for pipe hangers; for dewatering; for

installing the pipelines; for excavating, laying, setting, and jointing all pipes and fittings; for furnishing and placing all bedding, haunching and initial backfill; for backfilling; for compaction; for restraining joints; for furnishing and placing all temporary and/or permanent sheeting and bracing; for coordination with work to be completed by the Owner; for all labor, tools and construction equipment; and for all other work and expenses incidental thereto.

END OF SECTION

SECTION 01720PROJECT RECORD DOCUMENTSPART 1 - GENERAL1.1 DESCRIPTION

## A. Work Included:

1. Keep accurate record documents for all additions, substitutions of material, variations in work, and any other additions or revisions to the Contract.

## B. Related Work Specified Elsewhere:

1. Shop Drawings, Project Data, and Samples are specified in "General Conditions" and Section 01340, Submittals.

1.2 MAINTENANCE OF DOCUMENTS

## A. Maintain at job site, one copy of:

1. Contract Drawings
2. Specifications
3. Addenda
4. Reviewed Shop Drawings
5. Change Orders
6. Any other modifications to the Contract
7. Field Test Reports

## B. Store documents in files and racks specifically identified for this use, that are apart from documents used for construction.

## C. File documents in a logical manner indexed for easy reference.

## D. Maintain documents in clean, dry, legible condition.

## E. Do not use record documents for construction purposes.

## F. Make documents available at all times for inspection by the Engineer and Owner, and by the end of the project, transmit these documents to the Engineer.

1.3 RECORDING

## A. Label each document "PROJECT RECORD" in large high printed letters.

## B. Keep record documents current and do not permanently conceal any work until required information has been recorded.

## C. General Field Recording Issues:

1. All ties should be taken from existing, permanent features such as corners of houses. Porches, sheds or other house additions should be avoided for they could be torn down. A minimum of two ties should be taken.
2. Stations should be recorded to the nearest inch.
3. Inverts should be recorded to the nearest hundredth of a foot.
4. Elevations should be recorded to the nearest hundredth of a foot.
5. Building dimensions should be recorded to the nearest 1/4".



- D. Project Record Drawings - Legibly mark Contract Drawings to record existing utilities and actual construction of all work, including but not limited to the following (where applicable):
1. Existing Utilities

Water mains and services, water main gate valves, sewer mains and services, storm drains, culverts, steam lines, gas lines, tanks and other existing utilities encountered during construction must be accurately located and shown on the Drawings. In congested areas supplemental drawings or enlargements may be required.

    - a. Show any existing utilities encountered in plan and profile and properly labeled showing size, material and type of utility. Ties should be shown on plan. Utility should be drawn to scale in section (horizontally and vertically) and an elevation should be called out to the nearest hundredth of a foot.
    - b. When existing utility lines are broken and repaired, ties should be taken to these locations.
    - c. If existing water lines are replaced or relocated, document the area involved and pipe materials, size, etc. in a note, and with ties.
  2. Manholes, Catch Basins, Valve Pits and other structures.
    - a. Renumber structure stationing to reflect changes.
    - b. Show ties to center of structure covers or hatches.
    - c. In general, show inverts at center of structures. However, for manholes with drop structures, or steep channels (greater than 0.2' change on slope), show inverts at face of manhole.
    - d. Show inverts for other structures at the face of the structure.
    - e. Draw any new structures that are added on plan and profile.
    - f. Show any field or office redesigns.
    - g. Redraw plan if the structure's location is moved more than 2 feet in any direction. [Note: It is important to show existing utilities, as outlined in Paragraph 1 above, especially if they were one reason for relocating the sewer, manholes and other structures.]
    - h. Redraw profile if inverts changed by more than 2 inches.
  3. Gravity Sewer Line
    - a. Change sewer line slopes indicated on Drawings if inverts are changed.
    - b. Draw any new gravity lines that are added on plan and profile.
    - c. Show any field or office redesigns.
    - d. Redraw the sewer line profile if manhole inverts are redrawn.
    - e. Redraw the sewer line on plan corresponding to relocated manholes.
  4. Water Mains and Force Mains
    - a. Show ties to the location of all valves, bends (horizontal and vertical), tees and other fittings. The use of thrust blocks should be recorded.
    - b. Revise elevations indicated on the Drawings to reflect actual construction.
  5. House Services
    - a. Draw all house services (even to empty lots) on plan, and show ties.

- b. Show ties or distances to wyes from manhole.
  - c. Show chimneys heights in the profile.
  - d. The Wright-Pierce "Sanitary Sewer Service Location" forms shall be used to record sewer service information. A copy of these forms should be provided to the Owner, along with the Record Drawing Set.
- 6. Ledge
  - a. Ledge profiles should be shown. Note whether the plotted ledge profile reflects undisturbed or expanded conditions.
- 7. Yard Piping and Buried Electrical Conduit
  - a. Site piping should be drawn to reflect the installed locations, with ties and elevation of all bends (horizontal and vertical).
  - b. Show routing for electrical conduits and pull boxes, especially in close proximity to buildings and when the conduits change direction or cross process piping.
- 8. Roads
  - a. Show centerline road profile and level spot elevations.
  - b. Show pavement widths.
  - c. On road cross sections, show the pavement cross slope.
  - d. Show any deviations from the design plans.
- E. Specifications and Addenda - Legibly mark up each section to record:
  - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
  - 2. Changes made by Change Order, Field Order, or other method.

#### 1.4 SUBMITTALS

- A. At the completion of the project, deliver record documents to the Engineer.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
  - 1. Date, project title and number.
  - 2. Contractor's name and address.
  - 3. Title and number of each record document with certification that each document is completed and accurate.
  - 4. Signature of Contractor, or his authorized representative.
- C. Failure to supply all information on the Project Record Drawings as specified in Part 1.3 may result in additional retainage from monthly partial payment requests, and in non-approval of final payments of the Contract and/or if contract time has elapsed, this shall be grounds for the enactment of the liquidated damages as specified.

END OF SECTION

## SECTION 02200

### EARTHWORK (Water & Sewer)

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. The Work described by this Section consists of all earthwork encountered and necessary for construction of the project as indicated in the Contract Documents, and includes but is not limited to the following:
  - 1. Excavation
  - 2. Backfilling and Filling
  - 3. Compaction
  - 4. Embankment Construction
  - 5. Grading
  - 6. Providing soil material as necessary
  - 7. Disposal of excess suitable material and unsuitable materials
- B. Related Work Specified Elsewhere: (When Applicable)
  - 1. The use of explosives is specified under the MDOT Standard Specifications.
  - 2. Traffic Regulation is specified under the MDOT Standard Specifications.
  - 3. Pipe, fittings and valves are specified in Division 2.
  - 4. Preinsulated pipe is specified in Division 15.

##### 1.2 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies:
  - 1. All work shall be performed and completed in accordance with all local, state and federal regulations.
  - 2. The General Contractor shall secure all other necessary permits unless otherwise indicated from, and furnish proof of acceptance by, the municipal and state departments having jurisdiction and shall pay for all such permits, except as specifically stated elsewhere in the Contract Documents.
- B. Line and Grade:
  - 1. The Contractor shall establish the lines and grades in conformity with the Drawings and maintain same to properly perform the work.
- C. Testing Methods:
  - 1. Gradation Analysis: Where a gradation is specified the testing shall be in accordance with ASTM C-117-90 and ASTM C-136-93 (or latest revision).
  - 2. Compaction Control:
    - a) Unless otherwise indicated, wherever a percentage of compaction for backfill is indicated or specified, it shall be the in-place density divided by the maximum density and multiplied by 100. The maximum density shall be the density at optimum moisture as determined by ASTM Standard Methods of Test for Moisture-Density Relations of Soil Using 10-lb. Hammer and 18-in. Drop, Designation D-1557-91 (Modified Proctor), or latest revision, unless otherwise indicated.

- b) The in-place density shall be determined in accordance with ASTM Standard Method of Test for Density of Soil in Place by the Sand Cone method, Designation D 1556-90, (or latest revision) or Nuclear method Designation D2922.
- c) Wherever specifically indicated, maximum density at optimum moisture may be determined by ASTM Standard Methods of Test for Moisture Density Relations of Soils, ASTM D-698-91 (Standard Proctor).
- d) An Independent Testing Laboratory will be retained by the Owner to conduct all laboratory and field soil sampling and testing, and to observe earth work and foundation construction activities. Laboratory testing will consist of sieve analyses, natural water content determinations, and compaction tests. Field testing will consist of in-place field density tests and determination of water contents.

### 1.3 SUBMITTALS

- A. In accordance with MDOT procedures and requirements.

### 1.4 TESTS

- A. The Independent Testing Laboratory shall conform to the procedures and requirements of the MDOT.

### 1.5 JOB CONDITIONS

- A. Site Information:
  - 1. Data on indicated subsurface conditions are not intended as representations or warranties of accuracy or continuity between soil borings. It is expressly understood that Owner and Engineer will not be responsible for interpretations or conclusions drawn therefrom by the Contractor. Data are made available for the convenience of Contractor.
  - 2. Additional test borings and other exploratory operations may be made by Contractor at no additional cost to Owner.
- B. Existing Utilities and Structures:
  - 1. The locations of utilities and structures shown on the Drawings are approximate as determined from physical evidence on or above the surface of the ground and from information supplied by the utilities. The Engineer in no way warranties that these locations are correct. It shall be the responsibility of the Contractor to determine the actual locations of any utilities or structures within the project area.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIAL

- A. Aggregate Base: Shall be screened or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances.

Type B Aggregate (MDOT 703.06) for base shall not contain particles of rock that will not pass the 4 inch square mesh sieve. The gradation of the part that passes a 3-inch sieve shall meet the following grading requirements:

| <u>Sieve<br/>Designation</u> | <u>Percent by Weight<br/>Passing Square Mesh Sieves</u> |
|------------------------------|---------------------------------------------------------|
|                              | <u>Type B<br/>Aggregate</u>                             |
| 1/2 inch                     | 35-75                                                   |
| 1/4 inch                     | 25-60                                                   |
| No. 40                       | 0-25                                                    |
| No. 200                      | 0-5                                                     |

- B. Aggregate Leveling Course and Untreated Surface Course: Shall be screened or crushed gravel consisting of hard durable particles which are free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the material shall meet the grading requirements of MDOT Section 703.10 and the following table:

| <u>Sieve<br/>Designation</u> | <u>Percentage by Weight<br/>Passing Square Mesh Sieves</u> |
|------------------------------|------------------------------------------------------------|
| 1 inch                       | 95-100                                                     |
| 3/4 inch                     | 90-100                                                     |
| No. 4                        | 40-65                                                      |
| No. 10                       | 10-45                                                      |
| No. 200                      | 0-7                                                        |

- C. Common Borrow: Shall consist of approved material (MDOT Section 703.18) required for the construction of the work where designated. Common borrow shall be free from frozen material, perishable rubbish, peat, organic, and other unsuitable material.

| <u>Sieve<br/>Designation</u> | <u>Percentage by Weight<br/>Passing Square Mesh Sieves</u> |
|------------------------------|------------------------------------------------------------|
| 6-inch                       | 100                                                        |
| No. 200                      | 0-5                                                        |

Common borrow may be used for embankments unless otherwise indicated and provided that the material is at a moisture content suitable for compaction to the specified density. No rocks shall exceed 3/4 of the depth of the specified lift thickness.

- D. Crushed Stone: Shall be a uniform material consisting of clean, hard, and durable particles or fragments, free from vegetable or other objectionable matter, containing angular pieces, as are those which come from a mechanical crusher. Gradation requirements shall be as follows:

| <u>Sieve<br/>Designation</u> | <u>Percent by Weight<br/>Passing Square Mesh Sieve</u> |
|------------------------------|--------------------------------------------------------|
| 1-1/2 inch                   | 100                                                    |
| 1 inch                       | 95-100                                                 |
| 1/2 inch                     | 25-60                                                  |
| No. 4                        | 0-10                                                   |

- E. Screened Stone: Shall be a well graded stone consisting of clean, hard, and durable particles or fragments, free from vegetable or other objectionable matter, meeting the following gradation requirements in accordance with MDOT Section 703.22 for Underdrain Type C material:

| <u>Sieve<br/>Designation</u> | <u>Percent by Weight<br/>Passing Square Mesh Sieve</u> |
|------------------------------|--------------------------------------------------------|
| 1 inch                       | 100                                                    |
| 3/4 inch                     | 90-100                                                 |
| 3/8 inch                     | 20-55                                                  |
| No. 4                        | 0-10                                                   |
| No. 8                        | 0-5                                                    |

- F. Select Fill: Shall consist of well graded granular material (similar to MDOT Section 703.06.b, Type D) free of organic material, loam, wood, trash, snow, ice, frozen soil and other objectionable material and having no rocks with a maximum dimension of over 4 inches and meeting the following gradation requirements, except where it is used for pipe bedding in which case the maximum size shall be 2 inches.

| <u>Sieve<br/>Designation</u> | <u>Percent by Weight<br/>Passing Square Mesh Sieve</u> |
|------------------------------|--------------------------------------------------------|
| 4 inch                       | 100                                                    |
| 3 inch                       | 90-100                                                 |
| 1/2 inch                     | 25-90                                                  |
| No. 40                       | 0-30                                                   |
| No. 200                      | 0-5                                                    |

- G. Sand: Shall be well graded durable material free of organic matter and conform to MDOT Section 703.05 and the following gradation requirements:

| <u>Sieve<br/>Designation</u> | <u>Percent by Weight<br/>Passing Square Mesh Sieve</u> |
|------------------------------|--------------------------------------------------------|
| 3/8 inch                     | 100                                                    |
| No. 4                        | 95-100                                                 |
| No. 16                       | 50-85                                                  |
| No. 50                       | 10-30                                                  |
| No.100                       | 2-10                                                   |
| No.200                       | 0-5                                                    |

Sand conforming to the requirement for fine aggregate in ASTM Standard Specifications for Concrete Aggregate, Designation C-33, will meet the above requirement.

## 2.2 CONCRETE

- A. If concrete is required for excess excavation, provide 2,900 psi concrete complying with requirements of the MDOT Section 502.05 - Fill Class Concrete.

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Examine the areas and conditions under which excavating, backfilling, filling, compaction and grading are to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.

### 3.2 EXCAVATION

- A. General:
- Excavation consists of removal and disposal of all material encountered when establishing line and grade elevations required for execution of the work.
  - The Contractor shall make excavations in such manner and to such widths as will give suitable room for building the structures or laying and jointing the piping; shall furnish and place all sheeting, bracing, and supports; shall do all cofferdamming, pumping, and draining; and shall render the bottom of the excavations firm, dry and acceptable in all respects.
  - All excavation shall be classified as either earth or ledge.
    - Earth Excavation shall consist of the removal, hauling and disposal of all earth materials encountered during excavation including but not limited to native soil or fill, pavement (bituminous or concrete), existing sewers and manholes, ashes, loam, clay, swamp muck, debris, soft or disintegrated rock or hard pan which can be removed with a backhoe, or a combination of such materials, and boulders measuring less than one cubic yard.

- b) Ledge Excavation: Shall consist of the removal, hauling, and disposal of all ledge or rock encountered during excavation. "Ledge" and "rock" shall be defined as any natural compound, natural mixture that in the opinion of the Engineer can be removed from its existing position and state only by drilling and blasting, wedging, sledging, boring or breaking up with power operated tools. No boulder, ledge, slab, or other single piece of excavated material less than two cubic yards in total volume shall be considered to be rock unless, in the opinion of the Engineer it must be removed from its existing position by one of the methods mentioned above.
- 4. The Contractor shall not have any right of property in any materials taken from any excavation. Do not remove any such materials from the construction site without the approval of the Engineer. This provision shall in no way relieve the Contractor of his obligations to remove and dispose of any material determined by the Engineer to be unsuitable for backfilling. The Contractor shall dispose of unsuitable and excess material in accordance with the applicable sections of the Contract Documents.
- B. Additional Excavation: When excavation has reached required subgrade elevations, notify the Engineer and Resident Project Representative who will observe the conditions.
  - 1. If material unsuitable for the structure or paved area or pipeline (in the opinion of the Engineer) is found at or below the grade to which excavation would normally be carried in accordance with the Drawings and/or Specifications, the Contractor shall remove such material to the required width and depth and replace it with thoroughly compacted select fill, screened stone, crushed stone, or concrete as directed by the Engineer.
  - 2. All excavated materials designated by the Engineer as unsuitable shall become the property of the Contractor and disposed of at locations in accordance with all State and local laws and the provisions of the Contract Documents.
- C. Unauthorized Excavation: Shall consist of removal of materials beyond indicated subgrade elevations or dimensions without specific authorization of Engineer. Unauthorized excavation, as well as remedial work required by the Engineer shall be at the Contractor's expense. Remedial work required is as follows:
  - 1. Under footings, foundation bases, or retaining walls, fill unauthorized excavation with select fill or screened stone compacted to 95%. Provide 12" minimum select fill or screened stone directly under footings. Concrete fill may be used to bring elevations to proper position, when acceptable to Engineer.
  - 2. If the bottom of a trench is excavated beyond the limits indicated, backfill the resulting void with thoroughly compacted screened stone, unless otherwise indicated.
  - 3. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Engineer.



D. Structural Excavation:

1. Shall consist of the removal, hauling, disposal, of all material encountered in the excavation to permit proper installation of structures.
2. Excavations for structures shall be carried to the lines and subgrades shown on the Drawings.
3. Excavate areas large enough to provide suitable room for building the structures.
4. The extent of open excavation shall be controlled by prevailing conditions subject to any limits designated by the Engineer.
5. Provide, install, and maintain sheeting and bracing as necessary to support the sides of the excavation and to prevent any movement of earth which could diminish the width of the excavation or otherwise injure the work, adjacent structures, or persons and property in accordance with all state and OSHA safety standards.
6. Erect suitable fences around structure excavation and other dangerous locations created by the work, at no additional cost to the Owner.
7. Exposed subgrade surfaces shall remain undisturbed, protected, and maintained as uniform, plane areas and shape to receive the foundation components of the structure.
  - a. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10', and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction, and for inspection.
  - b. In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade and trim bottoms to required lines and grades to leave solid base to receive the structure.
  - c. If a structure is to be constructed within the embankment, the fill shall first be brought to a minimum of 3 feet above the base of the footing. A suitable excavation shall then be made as though the fill were undisturbed earth.

E. Trench Excavation: Shall consist of removal, hauling and disposal of all material encountered in the excavation to the widths and depths shown on the Drawings to permit proper installation of underground utilities.

1. Excavate trenches to the uniform width shown on the Drawings sufficiently wide to provide sufficient space for installation, backfilling, and compaction. Every effort should be made to keep the sides of the trenches firm and undisturbed until backfilling has been completed and consolidated.
2. Trenches shall be excavated with approximately vertical sides between the elevation of the center of the pipe and an elevation one foot above the top of the pipe.
3. Grade bottoms of trenches as indicated for pipe and bedding to establish the indicated slopes and invert elevations, notching under pipe joints to provide solid bearing for the entire body of the pipe, where applicable.
4. If pipe is to be laid in embankments or other recently filled material, the material shall first be placed to the top of the fill or to a height of at least two

feet above the top of the pipe, whichever is the lesser. Particular care shall be taken to ensure maximum consolidation of material under the pipe location. The pipe trench shall be excavated as though in undisturbed material.

5. Unless otherwise specifically directed or permitted by the Engineer, begin excavation at the low end of sewer and storm lines and proceed upgrade.
6. Perform excavation for force mains and water mains in a logical sequence.
7. The extent of open excavation shall be controlled by prevailing conditions subject to any limits prescribed by the Engineer.
8. As the excavation progresses, install such shoring and bracing necessary to prevent caving and sliding and to meet the requirements of the state and OSHA safety standards, as outlined in the appropriate section of this Specification.

F. Protection of Persons, Property and Utilities:

1. Barricade open excavations occurring as part of this work and post with warning lights in compliance with local and State regulations.
2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations. Exercise extreme caution and utilize sheeting, bracing, and whatever other precautionary measures that may be required.
3. Rules and regulations governing the respective utilities shall be observed in execution of all work. Active utilities and structures shall be adequately protected from damage, and removed or relocated only as indicated or specified. Inactive and abandoned utilities encountered in excavation and grading operations shall be removed, plugged or capped only with written authorization of the utility owner. Report in writing to the Engineer, the locations of such abandoned utilities. Extreme care shall be taken when performing work in the vicinity of existing utility lines, utilizing hand excavation in such areas, as far as practicable.
4. Repair, or have repaired, all damage to existing utilities, structures, lawns, other public and private property which results from construction operations, at no additional expense to the Owner, to the complete satisfaction of the Engineer, the utility, the property owner, and the Owner.

G. Use of Explosives:

1. Do not bring explosives onto site or use in work without prior written permission from authorities having jurisdiction. Contractor is solely responsible for handling, storage, and use of explosive materials when their use is permitted.
2. All blasting shall be performed in accordance with all pertinent provisions of the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America, Inc.

H. Stability of Excavations:

1. Slope sides of excavations to comply with all codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.

2. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
- I. Shoring and Bracing:
  1. Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition.
  2. Provide trench shoring and bracing to comply with local codes and authorities having jurisdiction.
  3. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Install shoring and bracing as excavation progresses.
- J. Material Storage:
  1. Stockpile excavated materials which are satisfactory for use on the work until required for backfill or fill. Place, grade and shape stockpiles for proper drainage and protect with temporary seeding or other acceptable methods to control erosion.
  2. Locate and retain soil materials away from edge of excavations.
  3. Dispose of excess soil material and waste materials as herein specified.
- K. Dewatering:
  1. To ensure proper conditions at all times during construction, the Contractor shall provide and maintain ample means and devices (including spare units kept ready for immediate use in case of breakdowns) with which to intercept and/or remove promptly and dispose properly of all water entering trenches and other excavations (including surface and subsurface waters).
  2. Excavations shall be kept dry until the structures, pipes, and appurtenances to be built therein have been completed to such extent that they will not be floated or otherwise damaged. Refer to the MDOT Standard Specifications.
- L. Cold Weather Protection:
  1. Protect excavation bottoms against freezing when atmospheric temperature is less than 35°F.
  2. No frozen material shall be used as backfill or fill and no backfill shall be placed on frozen material.
- M. Separation of Surface Material:
  1. The Contractor shall remove only as much of any existing pavement as is necessary for the prosecution of the work.
  2. Prior to excavation, existing pavement shall be cut where in the opinion of the Engineer it is necessary to prevent damage to the remaining road surface.
  3. Where pavement is removed in large pieces, it shall be disposed of before proceeding with the excavation.
  4. From areas within which excavations are to be made, loam and topsoil shall be carefully removed and separately stored to be used again as directed; or, if the Contractor prefers not to separate surface materials, he shall furnish, as directed, loam and topsoil at least equal in quantity and quality to that excavated.
- N. Dust Control:
  1. During the progress of the work, the Contractor shall conduct his operations and maintain the area of his activities, including sweeping and sprinkling of

streets as necessary, so as to minimize the creation and dispersion of dust. Refer to MDOT Standard Specifications.

2. If the Engineer decides that it is necessary to use calcium chloride for more effective dust control, the contractor shall furnish and spread the material, as directed.

### 3.3 BACKFILL AND FILL

#### A. General:

1. Backfilling shall consist of replacing material removed to permit installation of structures or utilities, as indicated in the Contract Documents.
2. Filling shall consist of placing material in areas to bring them up to grades indicated on the Drawings.
3. The Contractor shall provide and place all necessary backfill and fill material, in layers to the required grade elevations.
4. Backfill excavations as promptly as work permits, but not until completion of the following:
  - a. Acceptance by Engineer of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
  - b. Inspection, approval, and recording locations of underground utilities.
  - c. Removal of concrete formwork.
  - d. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Temporary sheet piling driven below bottom of structures shall be removed in manner to prevent settlement of the structure or utilities, or cut off and left in place if required.
  - e. Removal of trash and debris.
  - f. Permanent or temporary horizontal bracing is in place on horizontally supported walls.
  - g. Density testing having results meeting requirements specified herein.
5. In general, and unless otherwise indicated, material used for backfill of trenches and excavations around structures shall be suitable excavated material which was removed in the course of making the construction excavation. Unless otherwise specified or allowed by the Engineer the backfill and fill shall be placed in layers not to exceed 8 inches in thickness.
6. All fill and backfill under structures and pavement, and adjacent to structures, shall be compacted crushed stone or select fill as specified or as indicated on the Drawings. The fill and backfill materials shall be placed in layers not exceeding 8 inches in thickness.
7. All structures (including manholes) shall be placed on a 6-inch mat of screened stone unless otherwise indicated. Filter fabric shall be furnished and installed on the prepared subgrade in wet areas as directed by the Engineer.
8. Suitable excavated material shall meet the following requirements:
  - a. Free from large clods, silt lumps or balls of clay.
  - b. Free from stones and rock fragments with larger than 6 inch max. dimension.
  - c. Free from organics, peat, etc.

- d. Free from frozen material.
- 9. If sufficient suitable excavated material is not available from the excavations, and where indicated on the Drawings, the backfill material shall be select fill or common borrow, unless otherwise indicated, as required and as directed by the Engineer.
- 10. Do not backfill with, or on, frozen materials.
- 11. Remove, or otherwise treat as necessary, previously placed material that has frozen prior to placing backfill.
- 12. Do not mechanically or hand compact material that is, in the opinion of the Engineer, too wet.
- 13. Do not continue backfilling until the previously placed and new materials have dried sufficiently to permit proper compaction.
- 14. The nature of the backfill materials will govern the methods best suited for their placement and compaction. Compaction methods and required percent compaction is covered in Compaction section.
- 15. Before compaction, moisten or aerate each layer as necessary to provide a water content necessary to meet the required percentage of maximum dry density for each area classification specified.
- 16. Do not allow large masses of backfill material to be dropped into the excavation in such a manner that may damage pipes and structures.
- 17. Place material in a manner that will prevent stones and lumps from becoming nested.
- 18. Completely fill all voids between stones with fine material.
- 19. Do not place backfill on or against new concrete until it has attained sufficient strength to support loads without distortion, cracking, and other damage.
- 20. Deposit backfill and fill material evenly on all sides of structures to avoid unequal soil pressures.
- 21. Keep stones or rock fragments with a dimension greater than two inches at least one foot away from the pipe or structure during backfilling.
- 22. Leave sheeting in place when damage is likely to result from its withdrawal.
- 23. Completely fill voids left by the removal of sheeting with screened stone which is compacted thoroughly.
- B. Pipe Bedding, Initial Backfill and Trench Backfill
  - 1. Place bedding and backfill in layers of uniform thickness specified herein, and as shown on the Drawings.
  - 2. Thoroughly compact each layer by means of a suitable vibrator or mechanical tamper.
  - 3. Install pipe bedding and initial backfill in layers of uniform thickness not greater than eight (8) inches.
  - 4. Deposit the remainder of the backfill in uniform layers not greater than eight inches.
  - 5. Provide underground sewer marking tape for the full length of sewer trenches as shown on the Drawings. Marking tape shall be SETON #210 SEW or equivalent.

6. Where soft silt and clay soils are encountered the trench shall be excavated six inches below the normal bedding and backfilled with 6-inches of compacted sand.
7. Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and which are carried below the bottom of such footings, or which pass under wall footings. Place concrete to the level of the bottom of adjacent footings.
8. The following schedule gives the bedding requirements for various types of pipe. Distances refer to vertical thickness below the pipe.

#### BEDDING REQUIREMENTS

|                     |                                              |
|---------------------|----------------------------------------------|
| DI or Concrete Pipe | 6 inches min. screened stone or select fill. |
|---------------------|----------------------------------------------|

|                |                                                                 |
|----------------|-----------------------------------------------------------------|
| PVC or PE Pipe | 6 inches min. screened stone for PE pipe and sand for PVC pipe. |
|----------------|-----------------------------------------------------------------|

9. The following schedule gives the initial backfill requirements for various types of pipes.

#### INITIAL BACKFILL REQUIREMENTS

|                         |                                                                  |
|-------------------------|------------------------------------------------------------------|
| DI or Concrete,<br>Pipe | Screened stone or select fill 6 inches min.<br>over top of pipe. |
|-------------------------|------------------------------------------------------------------|

|                   |                                                                                             |
|-------------------|---------------------------------------------------------------------------------------------|
| PVC or PE<br>Pipe | 6 inches min. screened stone for PE pipe and sand<br>for PVC pipe over the top of the pipe. |
|-------------------|---------------------------------------------------------------------------------------------|

10. Special bedding and backfill requirements shown on the Drawings supersede requirements of this section.
- C. Improper Backfill:
1. When excavation and trenches have been improperly backfilled, and when settlement occurs, reopen the excavation to the depth required, as directed by the Engineer.
  2. Refill and compact the excavation or trench with suitable material and restore the surface to the required grade and condition.
  3. Excavation, backfilling, and compacting work performed to correct improper backfilling shall be performed at no additional cost to the Owner.
- D. Ground Surface Preparation:
1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, scarify or break-up sloped surface steeper than 1 vertical to 4 horizontal.
  2. When existing ground surface has a density less than that specified under "compaction" for the particular area classification, break up the ground

surface, pulverize, moisture-condition to the optimum moisture content, and compact to required depth and percentage of maximum density.

### 3.4 COMPACTION

#### A. General:

1. Control soil compaction during construction to provide not less than the minimum percentage of density specified for each area classification.

#### B. Percentage of Maximum Density Requirements:

1. Compact soil to not less than the following percentages of maximum dry density determined in accordance with ASTM D1557 as indicated.
  - a. Structures: Compact each layer of backfill or fill material below or adjacent to structures to at least 95% of maximum dry density (ASTM D1557).
  - b. Off Traveled Way Areas: Compact each layer of backfill or fill material to at least 90% of maximum dry density (ASTM D1557).
  - c. Walkways: Compact each layer of backfill or fill material to at least 93% of maximum dry density (ASTM D1557).
  - d. Roadways, Drives and Paved Areas: Compact each layer of fill, subbase material, and base material to at least 95% of maximum dry density (ASTM D1557).
  - e. Pipes: Compact bedding material and each layer of backfill to at least 90% maximum dry density (ASTM D1557). Where backfilling with excavated material, compact to native field density.

#### C. Moisture Control:

1. Where subgrade or a layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, in quantities controlled to prevent free water appearing on surface during or subsequent to compaction operations.
2. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
3. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to a satisfactory level.

#### D. Embankment Compaction:

1. After each embankment layer has been spread to the required maximum 8-inch thickness and its moisture content has been adjusted as necessary, it shall be rolled with a sufficient number of passes to obtain the required compaction. One pass is defined as the required number of successive trips which by means of sufficient overlap will insure complete coverage and uniform compaction of an entire lift. Additional passes shall not be made until the previous pass has been completed.
2. When any section of an embankment sinks or weaves excessively under the roller or under hauling units and other equipment, it will be evident that the required degree of compaction is not being obtained and that a reduction in the

moisture content is required. If at any place or time such sinking and weaving produces surface cracks which, in the judgment of the Engineer are of such character, amount, or extent to indicate an unfavorable condition, he will recommend operations on that part of the embankment to be suspended until such time as it shall have become sufficiently stabilized. The ideal condition of the embankment is that attained when the entire embankment below the surface being rolled is so firm and hard as to show only the slightest weaving and deflection as the roller passes.

3. If the moisture content is insufficient to obtain the required compaction, the rolling shall not proceed except with the written approval of the Engineer, and in that event, additional rolling shall be done to obtain the required compaction. If the moisture content is greater than the limit specified, the material of such water content may be removed and stockpiled for later use or the rolling shall be delayed until such time as the material has dried sufficiently so that the moisture content is within the specified limits. No adjustment in price will be made on account of any operation of the Contractor in removing and stockpiling, or in drying the materials or on account of delays occasioned thereby.
  4. If because of insufficient overlap, too much or too little water, or other cause attributable to defective work, the compaction obtained over any area is less than that required, the condition shall be remedied, and if additional rollings are ordered, they will be done at no cost to the Owner. If the material itself is unsatisfactory or if additional rolling or other means fails to produce satisfactory results, the area in question shall be removed down to material of satisfactory density and the removal, replacement, and re-rolling shall be done by the Contractor, without additional compensation.
  5. Material compaction by hand-operated equipment or power-driven tampers shall be spread in layers not more than 6 inches thick. The degree of compaction obtained by these tamping operations shall be equal in every respect to that secured by the rolling operation.
- E. Compaction Methods: The Contractor may select any method of compaction that is suitable to compact the material to the required density.
1. General: Whatever method of compacting backfill is used, care shall be taken that stones and lumps shall not become nested and that all voids between stones shall be completely filled with fine material. All voids left by the removal of sheeting shall be completely backfilled with suitable materials and thoroughly compacted.
  2. Tamping or Rolling: If the material is to be compacted by tamping or rolling, the material shall be deposited and spread in uniform, parallel layers not exceeding the uncompacted thicknesses specified. Before the next layer is placed, each layer shall be tamped as required so as to obtain a thoroughly compacted mass. Care shall be taken that the material close to the excavation side slopes, as well as in all other portions of the fill area, is thoroughly compacted. When the excavation width and the depth to which backfill has been placed are sufficient to make it feasible, and it can be done effectively and



without damage to the pipe or structure, backfill may, on approval, be compacted by the use of suitable rollers, tractors, or similar powered equipment instead of by tamping. For compaction by tamping or rolling, the rate at which backfilling material is deposited shall not exceed that permitted by the facilities for its spreading, leveling, and compacting as furnished by the Contractor.

- F. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

### 3.5 GRADING

A. General:

1. Grading shall consist of that work necessary to bring all areas to the final grades.
2. Uniformly grade areas within limits of work requiring grading, including adjacent transition areas.
3. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

B. Grading Outside Building Lines:

1. Grade areas adjacent to building to drain away from structures and to prevent ponding.
2. Grade surfaces to be free from irregular surface changes, and as follows:
  - a. Lawn or Unpaved Areas: Finish grade areas to receive topsoil to within not more than 1" above or below the required subgrade elevations.
  - b. Walks: Shape surface of areas under walks to line, grade and cross-section, with finish surface not more than 1/2" above or below the required subgrade elevation.
  - c. Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 3/8" above or below the required subgrade elevation.

C. Grading Surface of Fill Under Building Slabs:

1. Grade surface to be smooth and even, free of voids, and compacted as specified, to the required elevation.
2. Provide final grades within a tolerance of 1/2" when tested with a 10' straight edge.

D. Compaction:

1. After grading, compact subgrade surfaces to the depth and percentage of maximum density for each area classification.

E. Protection of Graded Areas:

1. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
2. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

3.6 BASE COURSE AND LEVELING COURSE

- A. General:
  - 1. Base course consists of placing the specified materials in layers to support a leveling course or paved surface, as indicated in the Drawings.
- B. Grade Control:
  - 1. During construction, maintain lines and grades including crown and cross-slope of base course and leveling course.
- C. Placing:
  - 1. Place base course on prepared subbase conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting base materials.
  - 2. Place leveling course on prepared base course, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compaction.
- D. Shaping and Compacting:
  - 1. All layers of aggregate base course and leveling course shall be compacted to the required density immediately after placing. As soon as the compaction of any layer has been completed, the next layer shall be placed.
  - 2. The Contractor shall bear full responsibility for and make all necessary repairs to the base leveling courses and the subgrade until the full depth of the base leveling courses is placed and compacted. Repairs shall be made at no additional cost to the Owner.
  - 3. If the top of any layer of the aggregate base or leveling course becomes contaminated by degradation of the aggregate or addition of foreign materials, the contaminated material shall be removed and replaced with the specified material at the Contractor's expense.

END OF SECTION

## SECTION 02615

### DUCTILE IRON PIPE & FITTINGS (BURIED WATER APPLICATIONS)

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. Work Included: Provide and install ductile iron pipe and fittings of the type(s) and size(s) in the location(s) shown on the Drawings and as specified herein.
- B. Related Work Specified Elsewhere:
  - 1. Pipe and Pipe Fittings - General is specified in the appropriate Section in this Division.
  - 2. Excavation, Bedding and Backfill are specified in this Division
  - 3. Pre-insulated pipe is specified in Division 15.

##### 1.2 QUALITY ASSURANCE

- A. Standards (As Applicable):
  - 1. Cement-mortar lining for water: ANSI A21.4 (AWWA C104).
  - 2. Rubber gasket joints: ANSI A21.11 (AWWA C111).
  - 3. Ductile iron pipe thickness: ANSI A21.50 (AWWA C150).
  - 4. Ductile iron pipe centrifugally cast in metal or sand lined molds: ANSI A21.51 (AWWA C151).
  - 5. Pipe flanges and fittings: ANSI B16.1 and ANSI A21.10 (AWWA C110).
  - 6. Threaded, flanged pipe: ANSI A21.15 (AWWA C115).
  - 7. Cast and ductile iron fittings: ANSI A21.10 (AWWA C110).
  - 8. Ductile Iron Compact Fittings: ANSI 21.53 (AWWA C153).
- B. Acceptable Manufacturers:
  - 1. Griffin
  - 2. Tyler
  - 3. Union
  - 4. US Pipe
  - 5. Or equivalent.

##### 1.3 DELIVERY, STORAGE & HANDLING

- A. Exercise extra care when handling ductile iron pipe because it is comparatively brittle.
- B. Exercise extra care when handling cement lined pipe because damage to the lining will render it unfit for use.
- C. Protect the spherical spigot ends and the plain ends of all pipe during shipment by wood lagging securely fastened in place.

## PART 2 - PRODUCTS

### 2.1 PIPE MATERIALS

#### A. General:

1. All exterior (buried) ductile iron pipe shall have push-on or mechanical joints unless otherwise specified or shown on the Drawings. Pipe within valve pits and other structures is considered interior pipe and shall be flanged.
2. Unless otherwise shown on the Drawings or in the pipe schedule, the minimum thickness of ductile iron pipe shall be:
  - a. For pipe 4 inches in diameter and smaller: Class 51.
  - b. For pipe 6 inches in diameter and larger: Class 52.
  - c. Pipe with flanges: Class 53.
  - d. Bridge crossing pipe shall be Griffin Mech-Lok Rigid Restrained Joint Pipe.
3. Pipe for use with sleeve type couplings shall have plain ends (without bells or beads) cast or machined at right angles to the axis.
4. Pipe shall be double thickness cement lined and seal coated unless noted otherwise on the Drawings, and except for air piping lines which shall be completely unlined.
5. Pipe for use with split type couplings shall have ends with cast or machined shoulders or grooves that meet the requirements of the manufacturer of the couplings.
6. Factory applied bituminous coatings (in accordance with AWWA C151) shall be furnished on the exterior of all underground piping unless specified otherwise.
7. The outside of pipe within structures and exposed shall not be coated with bituminous coating, but shall be thoroughly cleaned and given one shop coat of Intertol Rustinhibitive Primer 621 by Koppers Co.; Multiprime by PPG Industries; Chromox 13R50 Primer made by Mobil Chemical Co.; or equivalent.

#### B. Joints (as shown on Drawings or as specified):

1. Push-on and Mechanical Joint:
  - a. The plain ends of push-on pipes shall be factory machined to a true circle and chamfered to facilitate fitting the gasket.
  - b. Provide gaskets manufactured from a composition material suitable for exposure to the fluid to be contained within the pipe. On high temperature applications such as air lines, the gaskets shall be suitable for service from 40° F to 250°F.
  - c. Bolts and nuts for buried mechanical joints shall meet the AWWA C-111 requirements and be made of A588 steel.
2. Flanged:
  - a. Provide specially drilled flanges when required for connection to existing piping or special equipment.
  - b. Flanges shall be long-hub screwed tightly on pipe by machine at the foundry prior to facing and drilling.
  - c. Gaskets:
    - (1) Ring type of rubber with cloth insertion.
    - (2) Thickness of gaskets 12 inches in diameter and smaller: 1/16 inch.

- (3) Thickness of gaskets larger than 12 inches in diameter: 3/32 inch.
- (4) On high temperature applications such as air lines, the gaskets shall be suitable for service from 40°F to 200°F.
- d. Fasteners:
  - (1) Make joints with bolt, studs with a nut on each end, or one tapped flanged with a stud and nut.
  - (2) The number and size of bolts shall meet the requirements of the applicable ANSI standard.
  - (3) Nuts, bolts, and studs shall be Grade B meeting the requirements of ASTM A307.
  - (4) After jointing, coat entire joint with bituminous material compatible with pipe coating.
- e. When applicable, provide and install flange clamps as shown on the Drawings.
- 3. Joint Bracing:
  - a. Provide joint bracing to prevent the piping from pulling apart under pressure as required and as shown on the Drawings.
  - b. Types of bracing:
    - (1) Pipe and fittings furnished with approved lugs or hooks cast integrally for use with socket pipe clamps, tie rods, or bridles. Bridles and tie rods shall be a minimum of 3/4 inch diameter except where they replace flange bolts of a smaller size, in which case they shall be fitted with a nut on each side of the pair of flanges. The clamps, tie rods, and bridles shall be coated with bituminous paint in buried installations and shall be coated with the same coatings as the piping system in interior installations after assembly or, if necessary, prior to assembly.
    - (2) Mechanical joint follower gland pipe restrainers.
      - (a) Ductile iron gland and restraining ring.
      - (b) Gasket shall be standard MJ gasket -ANSI/AWWA-C111/A21.11.
      - (c) Working pressure 350 psi, up to 8 inches; 250 psi, 10 inches to 16 inches.
      - (d) Test pressure two times working pressure.
      - (e) Grip Rings™, Romac Industries, or other equivalent as approved by Engineer.
    - (3) Other types of bracing as shown on the Drawings.

## 2.2 FITTINGS

### A. Standard Fittings:

- 1. Pressure rating of 350 psi for D.I. compact fittings and 250 psi for all others unless indicated otherwise on the Drawings or as specified.
- 2. Joints the same as the pipe with which they are used or as shown on the Drawings.
- 3. Cement lining and seal coat as specified for pipe.
- 4. Factory applied bituminous coatings shall be furnished for all underground fittings.

B. Expansion Joints:

1. Ex-Tend 200 mechanical joint expansion joint as manufactured by Ebaa Iron.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Provide all labor necessary to assist the Engineer to inspect pipe, fittings, gaskets, and other materials.
- B. Carefully inspect all materials at the time of delivery and just prior to installation.
- C. Carefully inspect all pipe and fittings for:
  1. Defects, such as weak structural components, that adversely affect the execution and quality of work.
  2. Deviations beyond allowable tolerances for pipe clearances.
- D. Immediately remove all rejected materials from the project site.

3.2 INSTALLATION

- A. General:
  1. Install in strict accordance with the pipe and fitting manufacturer's instructions and recommendations and as specified or as shown on the Drawings.
  2. Concrete thrust blocks or other acceptable thrust resistant system is required at all fittings on pressure pipe. Where thrust blocks are used, these shall be placed against undisturbed soil or screened gravel compacted to 95 percent and shall be placed so that the joints are accessible for repairs.
- B. Assembling Joints:
  1. Push-on Joints:
    - a. Insert the gasket into the groove of the bell.
    - b. Uniformly apply a thin film of special lubricant over the inner surface of the gasket that will contact the spigot end of the pipe.
    - c. Insert the chamfered end of the plain pipe into the gasket and push until it seats against the bottom of the socket.
  2. Bolted Joints:
    - a. Remove rust preventive coatings from machined surfaces prior to assembly.
    - b. Thoroughly clean and carefully smooth all burrs and other defects from pipe ends, sockets, sleeves, housings and gaskets.
    - c. After jointing coat all bolts with bituminous material compatible with the pipe coating required herein.
  3. Flanged Joints:
    - a. Insert the nuts and bolts (or studs), finger tighten, and progressively tighten diametrically opposite bolts uniformly around the flange to the proper tension.
    - b. Execute care when tightening joints to prevent undue strain upon valves, pumps, and other equipment.
  4. Mechanical Joints:
    - a. Thoroughly clean, with a wire brush, surfaces that will be in contact with the gaskets.

- b. Lubricate the gasket, bell, and spigot by washing with soapy water.
  - c. Slip the gland and gasket, in that order, over the spigot and insert the spigot into the bell until properly seated.
  - d. Evenly seat the gasket in the bell at all points, center the spigot, and firmly press the gland against the gasket.
  - e. Insert the bolts, install the nuts finger tight, and progressively tighten diametrically opposite nuts uniformly around the joint to the proper tension with a torque wrench.
  - f. The correct range of torque (as indicated by a torque wrench) and the length of wrench (if not a torque wrench) shall not exceed:
    - (1) Range or Torque: 60-90 ft.-lbs.
    - (2) Length of Wrench: 10 inches.
  - g. If effective joint sealing is not attained at the maximum torque specified above, disassemble, thoroughly clean, and reassemble the joint. Do not overstress the bolts to tighten a leaking joint.
5. Bell and Spigot Joints:
- a. Thoroughly clean the bell and spigots and remove excess tar and other obstructions.
  - b. Insert the spigot firmly into place and hold securely until the joint has been properly completed.
- B. Fabrication:
- 1. Tapped Connections:
    - a. Make all tapped connections as shown on the Drawings or as required by the Engineer.
    - b. Make all connections watertight and of adequate strength to prevent pullout.
    - c. Drill and tap normal to the longitudinal axis of the pipe.
    - d. Taps in fittings shall be located where indicated by the manufacturer for that particular type of fitting.
    - e. The maximum sizes of taps in pipes and fittings without busses shall not exceed the sizes listed in the appendix of ANS A21.51 based on 2 full threads for ductile iron and 3 full threads for cast iron.
  - 2. Cutting:
    - a. Perform all cutting as set forth in AWWA C600.
    - b. Carefully chamfer all cut ends to be used with push-on joints to prevent damage to gaskets when pipe is installed.
- C. Pipe Deflection:
- 1. Push-on and Mechanical Joints:
    - a. The maximum permissible deflection of alignment at joints shall be limited to that given in AWWA C600.
  - 2. Flexible Joints:
    - a. The maximum deflection in any direction shall not exceed the manufacturer's instructions and recommendations.

END OF SECTION

## SECTION 02628

### HIGH DENSITY POLYETHYLENE PIPE AND FITTINGS (Sewer)

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. Work Included: Furnish, install and test all polyethylene pipe, pipe fittings and appurtenances of the type(s) and size(s) and in the location(s) as shown on the Drawings and as herein specified.
- B. Related Work Specified Elsewhere:
  - 1. "Preinsulated Pipe" is specified in Section 15189A.
  - 2. "Earthwork" is specified in Section 02200.

##### 1.2 QUALITY ASSURANCE

- A. Pressure rating or pressure class of pipe as shown on the Drawings or specified herein.
- B. Standards:
  - 1. ANSI/AWWA C901-02: Standard for Polyethylene (PE) Pressure Pipe and Tubing, ½" (13 mm) through 3" (76 mm) for Water Service.
  - 2. AWWA C 906-99: Standard for Polyethylene (PE) Pressure Pipe and Fittings, 4" (100 mm) through 63" (1,575 mm) for Water Distribution and Transmission.
  - 3. ASTM D 2657-97: Standard Practice for Heat Joining Polyolefin Pipe and Fittings.
  - 4. ASTM D 2683-98: Standard Specification for Socket-Type Polyethylene Fittings for Outside Diameter-Controlled Polyethylene Pipe and Tubing.
  - 5. ASTM D 2837-04: Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials or Pressure Design Basis for Thermoplastic Pipe Products.
  - 6. ASTM D 3261-03: Standard Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing.
  - 7. ASTM D 3350-02a: Standard Specification for Polyethylene Plastic Pipe and Fittings Materials.
  - 8. ASTM F 1055-98e1: Standard Specification for Electrofusion type Polyethylene Fittings for Outside Diameter Controlled Polyethylene Pipe and tubing.
  - 9. NSF/ANSI-61-2003e: Standard for Drinking Water Systems Components - Health Effects, NSF International, Ann Arbor, MI.
  - 10. CSA B 137.1-2002: Polyethylene Pipe, Tubing, and Fittings for Cold-Water Pressure Services.
  - 11. ASTM F2164, Standard Practice for Field Leak Testing of Polyethylene (PE) Piping Systems Using Hydrostatic Pressure.



12. Manufacturers of high density polyethylene pipe, fittings, adapters, and couplings must be certified under ISO 9000, Quality Management Systems - Fundamentals and Vocabulary, International Organization for Standardization (ISO), Geneva, Switzerland.
  13. 49 CFR 192 subpart F, 192.281, selected requirements for plastic joints; 192.282, requirements for qualifying joining procedures; 192.285, specifies qualifying persons to make joints; and 192.287, specifies inspection of joints.
  14. Fusion Operators: Operators shall meet the minimum qualification requirements outlined in 49 CFR 192 subpart F, 192.285 and shall have documented experience with successful butt fusion of pipe larger than 24 inch diameter.
  15. Joint Fusion Data: Fusion plate temperature (°F), interfacial fusion pressure (psi), interfacial contact fusion time (sec.), and cooling time (min.) shall be recorded by data logger for computer download or recorded by the operator(s) in a field book for each joint fusion completed.
  16. Pipe deemed damaged or unacceptable to the Engineer shall be replaced at no additional cost to the Owner. Pipe shall be adequately protected during storage to prevent external damage to the pipe side wall or ends. Pipe will gouged side walls will be rejected by the Engineer.
  17. Exterior pipe markings shall include the nominal pipe diameter, SDR, and rated working pressure.
- C. Acceptable Pipe and Fitting Supplier/Manufacturers:
1. Manufacturers shall meet ASTM specification.

### 1.3 SUBMITTALS

- A. Submit shop drawings in accordance with the applicable section of Division 1 and the General Conditions of the Construction Contract.
- B. Submit manufacturer's "Certification of Conformance" that pipe and fittings and other piping appurtenances meet or exceed the requirements of these Specifications.
- C. Submit experience statement for operator(s) to complete the pipe fusion to demonstrate the minimum experience and qualification requirements described in paragraph 1.2.B.14.
- D. Following pipe construction, submit joint fusion data in an electronic spreadsheet format as a record to document joint fusion quality control.
- E. Submit manufacturers' installation instructions and specifications for all fittings, couplings, adapters, saddles, etc.

## PART 2 – PRODUCTS

### 2.1 MATERIALS

- A. Pipes shall be IPS with SDR ratings as indicated in the pipe schedule.
- B. Polyethylene compounds utilized in the manufacture of products furnished under this specification shall be listed in PPI TR-4, have a grade of PE34 with a minimum cell classification of PE 345464C for PE 3408 materials, as defined in ASTM D3350. Pipe shall be in conformance with AWWA C901, AWWA C906, or CSA

B137.1. They shall have a PPI recommended Hydrostatic Design Basis (HDB) of 1600 psi (PE3408) at a temperature of 73.4°F (23°C).

- C. All materials which come in contact with water, including lubricants, shall be evaluated, tested and certified for conformance with NSF/ANSI Standard 61.
- D. Clean re-work material of the same type grade, and cell classification generated from the manufacturer's own pipe and fitting production may be used by the same manufacturer as long as the pipe, tubing and fittings produced meet all the requirements of AWWA C901, AWWA C906, or CSA B137.1.
- E. Pipe and tubing furnished under this specification shall be manufactured using compounds complying with the requirements above. Dimensional and performance characteristics shall conform to the requirements of AWWA C901, AWWA C906, or CSA B137.1.
- F. The polyethylene compound shall be suitably protected against degradation by ultraviolet light by means of carbon black, well dispersed in a concentration of not less than 2%.
- G. The polyethylene resin compound shall have a resistance to environmental stress cracking as determined by procedure detailed in ASTM D 1693 with sample preparation by procedure C of ASTM D 1928 of not less than 40 hours.
- H. Pipe shall be homogeneous throughout and free of visible cracks, holes, foreign material, blisters, or other deleterious faults.
- I. Polyethylene fittings shall have the same pressure rating as the pipe itself for all pressurized pipeline applications.
- J. Polyethylene fittings shall be molded style for diameters up to 12 inches and fabricated style for diameters larger than 12 inches.

## 2.2 PIPE SCHEDULE

| PIPE IDENTIFICATION | DIA. (inches) | SDR | IPS/DIPS | WORKING PRESSURE RATING (PSI) | DE-BEAD REQUIRED INSIDE PIPE |
|---------------------|---------------|-----|----------|-------------------------------|------------------------------|
| Gravity Sewer       | 24            | 17  | IPS      | 100                           | Yes                          |

## 2.3 ADAPTERS AND COUPLINGS (As Applicable)

- A. Polyethylene Mechanical Joint Adapter
  - 1. For joining IPS or DIPS size polyethylene pipe to any ANSI\AWWA C153 ductile iron fitting and valve.
  - 2. Molded from NSF listed PE 3408 resin.
  - 3. Adaptor shall meet requirements of AWWA C901, 906.
  - 4. Adaptor kit to include anchor fitting, heavy duty ductile iron retainer gland ring, gasket, and long tee-bolts, and rubber gasket.
  - 5. Provide stainless steel stiffeners as necessary.
- B. Polyethylene Flanged Adapter
  - 1. For joining IPS or DIPS size polyethylene pipe to ANSI B16.1, ANSI B16.5, or ANSI A21.10 (AWWA C110) flange as required.

2. Molded from NSF listed PE 3408 resin.
3. Adaptor kit to include ductile iron backing ring, gasket, and long tee-bolts, and rubber gasket.
4. Adaptor shall meet requirements of AWWA C901, 906.
- C. Polyethylene Wall Anchor
  1. For restraining polyethylene pipe in cast-in-place concrete headwall.
  2. Molded from NSF listed PE 3408 resin.
  3. Pressure rating and size shall be the same as the required pipe and fitting SDR.
  4. IPS or DIPS to match required pipe size.
- D. Polyethylene Electrofusion Coupling
  1. For joining plain ends of polyethylene pipe where butt fusion is not practical as approved by the Engineer.
  2. Molded from NSF listed PE 3408 resin or fabricated from pipe meeting NSF requirements with an integral heating element and electrical leads to connect the heating element power supply.
  3. Pressure rating and size shall be the same as the required pipe and fitting SDR.
- E. Polyethylene Electrofusion Saddle
  1. For installation corporation stops in HDPE pipe for water service connection or manual air release valve.
  2. Molded from NSF listed PE 3408 resin with an integral heating element and electrical leads to connect the heating element power supply.
  3. Pressure rating and size shall be the same as the required pipe and fitting SDR.
- F. Threaded HDPE Transition Adapter, Unions, and Threaded Adapters
  1. For joining polyethylene pipe to threaded fittings and valve ends (NPT).
  2. HDPE end of transition adapters be SDR rated to match required pipe SDR.
  3. HDPE end of transition adapters shall be molded from NSF listed PE 3408 resin.
  4. All metallic materials shall be constructed of Hastelloy C-276
  5. Coupling transition end shall be Male NPT.
  6. IPS or DIPS to match required pipe size.
- G. Blind Flanges
  1. Molded from NSF listed PE 3408 resin.
  2. Pressure rating and size shall be the same as the required pipe and fitting SDR.

## 2.4 FABRICATION

- A. Thermal Butt-Fusion:
  1. Join the pipe to itself, or to the polyethylene fittings or to the flange connections by means of thermal butt-fusion.
  2. Have all fusion performed by personnel trained by the pipe supplier or other qualified persons, using tools approved by the pipe supplier.
  3. The polyethylene fittings and flanged connections to be joined by thermal butt-fusion shall be from the same type, grade and class of polyethylene compound as the polyethylene pipe unless otherwise approved.
  4. Joint strength must be equal to that of the adjacent pipe.

- B. Socket Fusion (When Applicable)
  - 1. Join the pipe to socket type fittings by means of socket fusion
  - 2. Have all fusion performed by personnel trained by the pipe supplier or other qualified persons, using tools approved by the pipe supplier.
  - 3. The polyethylene fittings to be joined by thermal socket-fusion shall be from the same type, grade and class of polyethylene compound as the polyethylene pipe unless otherwise approved.
- C. Electrofusion (When Applicable)
  - 1. Applies to the installation of electrofusion couplings and saddles.
  - 2. Have all fusion performed by personnel trained by the pipe supplier or other qualified persons, using tools approved by the pipe supplier.
  - 3. The coupling or saddle shall be joined using heat created by electric current from a control box.
  - 4. Install clamps to hold the fitting in place during the fusion process.
- D. Flanged Joints
  - 1. Flange joining of sections of pipe is allowed to facilitate the pipe installation process as approved by the Engineer.
  - 2. Joints shall include full face gaskets.
  - 3. Flange bolts shall be tightened to the same torque value and tightening pattern recommended by the manufacturer.
  - 4. Flange bolts and nuts shall be Type 316 stainless steel and have tensile strength equivalent to SEA Grade 3.
  - 5. Use flat Type 316 stainless steel washers between the nut and backup ring.
  - 6. Retighten bolts to the manufacturer recommended torque value after an hour to offset the effects of compression set.
- E. Mechanical Connections: The mechanical connections of the polyethylene pipe to auxiliary equipment shall be in accordance with the pipe suppliers written instructions.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION OF PIPES AND FITTINGS

- A. Install pipe and fittings in accordance with the Marine Installations Chapter of PPI Handbook of Polyethylene Piping and C906 (4 in. to 63 in. diameter).
- B. Install joint and transition adapters in accordance with the manufactures recommendations.
- C. Refer to the drawings and Section 02200 for additional bedding and backfill requirements.
- D. Joining surfaces must be clean and dry.
- E. Pipe must not be dumped, dropped, pushed or rolled into the trench. Provide appropriate equipment to lift move and lower the pipe into the trench as necessary.

### 3.2 TESTING

#### A. Joint Quality

1. 12" diameter and smaller - On each day butt fusions are to be made, the first fusion of the day shall be a trial fusion. The trial fusion shall be allowed to cool completely, then fusion test straps shall be cut out. The test strap shall be 12" or 30 times the wall thickness in length (minimum) and 1" or 1.5 times the wall thickness in width (minimum). Bend the test strap until the ends of the strap touch. If the fusion fails at the joint, a new trial fusion shall be made, cooled completely and tested. Butt fusion of pipe to be installed shall not commence until a trial fusion has passed the bent strap test.
2. Pipes larger than 12" diameter - Visual inspection of the joint shall be the primary indicator of joint quality. Specific visual inspection criteria shall be provided by the pipe and fitting manufacturer. The v-groove between the bends shall be uniform around the circumference of the pipe and the both sides of the bead shall have uniform thickness and height indicating proper pipe alignment during the fusion process.
3. All fused joints shall be visually inspected by qualified fusion operators and the Engineer during construction to assure uniform alignment and beading.

#### B. Leak Test

1. Refer to Section 02755 for testing.

END OF SECTION

SECTION 02650BURIED UTILITY MARKINGS (Water & Sewer)PART 1 - GENERAL1.1 DESCRIPTION

## A. Work Included:

1. This work shall consist of providing utility line markings installed above all buried service laterals installed as part of this contract as indicated on the Drawings and replacing existing markings disturbed as part of this contract.

## B. Related Work Specified Elsewhere:

1. Pipe, excavation, backfill, insulation are specified in the appropriate Sections in this Division.

PART 2 - PRODUCTS2.1 MATERIALS

- A. Materials and color shall be in accordance with latest AASHTO specifications for pipe and utility marking.
- B. For ferrous pipe material use 0.004" minimum polyethylene film; 6" wide clearly marking type of buried utility
- C. For non-ferrous pipe material (e.g. Concrete, PVC, PE, etc.) use detection tape composit of polyethylene and metallic core 6" wide clearly marking type of buried utility.
- D. Seton Identification Products, New Haven, CT, or equal.

PART 3 - EXECUTION3.1 INSTALLATION

- A. Marking tape shall be installed over utility lines centerline and buried 12" above the service lateral.
- B. Markings damaged during opening of trench shall be reinstalled with 2' overlap at broken sections.

END OF SECTION

## SECTION 02751

### SEWER FLOW CONTROL (Sewer)

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. Work Included: During the replacement of sewer lines and manholes, the contractor shall by-pass each section temporarily out of service. During sewer line joint testing the contractor shall control flows in sewer lines when they exceed 1/4 of the pipe diameter or when inspection of the complete periphery of the pipe is necessary to effectively conduct inspection operations.
- B. Related Work Specified Elsewhere:
  - 1. Sewer line cleaning is specified in the appropriate sections in this Division.
  - 2. Final sewer testing is specified in Division 2.

##### 1.2 PERFORMANCE

- A. Plugging or Blocking:
  - 1. Insert plug at a manhole upstream of line to be inspected and tested.
  - 2. Plug shall be so designed that all or any portion of the sewage flows can be released.
  - 3. Flows shall be shut off or substantially reduced during line testing.
- B. Pumping and Bypassing:
  - 1. When required, supply the necessary pumps, conduits and other equipment (including standby equipment) to divert the flow of sewage around the line in which work is being performed.
  - 2. Furnish the necessary labor and 24-hour supervision to set up and operate the pumping and bypassing system.
  - 3. When required on a 24-hour basis, all engines shall be equipped with silencers.

END OF SECTION

## SECTION 15189

### PRE-INSULATED PIPE (Water & Sewer)

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. Work Included: Furnish and install pre-insulated pipe system and accessories where shown on the Drawings.
- B. Related work specified elsewhere (when applicable):
  - 1. Trench excavation and backfill are specified in Division 2.
  - 2. Carrier pipe materials are specified on the drawings.

##### 1.2 QUALITY ASSURANCE

- A. Provide pipe and fittings manufactured in North America.
- B. Acceptable Manufacturers:
  - 1. Urecon, Ltd.
  - 2. Or approved equal meeting all requirements of Part 2 of this Section.
- C. Manufacturer shall submit shop drawings for approval.
  - 1. Shop drawings shall show jacket system, insulation, end seals, joint kits, etc.
  - 2. The entire system shall be factory engineered.
  - 3. The product shall be manufactured in accordance with ISO 9001-2000 Standards or approved equal.
- D. A representative of the manufacturer shall be present for all critical periods.
  - 1. Critical periods shall include but not be limited to:
    - a. Inspection of materials for damages after receipt at jobsite.
    - b. Supervision of joint assembly.
    - c. Supervision of hydrostatic testing.
    - d. Other supervision as required to provide a complete integral system.

#### PART 2 - PRODUCTS

##### 2.1 MATERIALS

- A. Core Pipe
  - 1. 24-inch diameter, DR 17, HDPE pipe is detailed in Specification Section 02628
  - 2. 16-Inch diameter, DI Mech Lock pipe is detailed in Specification Section 02615
- B. Insulation
  - 1. Material: rigid polyurethane foam, factory applied.
  - 2. Thickness: 50 mm (2 in.) or as required.
  - 3. Density: (ASTM D 1622) 35 to 46 kg/m<sup>3</sup> (2.2 to 3.0 lbs/ft<sup>3</sup>).
  - 4. Closed cell content: (ASTM D 2856) 90%, minimum.
  - 5. Water absorption: (ASTM D 2842) 4.0% by volume.
  - 6. Thermal conductivity: (ASTM C518) 0.020 to 0.026 W/m °C (0.14 to 0.17 Btu • in/ft<sup>2</sup> • hr • °F).



- C. Outer Jacket
  - 1. 18-gauge galvanized steel, 4-ply spiral lock seam jacket.
  - 2. Jacket outer diameter shall be 28-inches for HDPE pipe.
  - 3. Jacket outer diameter shall be 20-inches for DI pipe.
- D. Insulation Kits for Fittings
  - 1. Insulation kits for fittings shall consist of rigid polyisocyanurate or urethane foam insulation complete with a thin elastomeric coating on the outside surfaces for strength during transit and installation, and fabricated galvanized steel outer protective jacket consistent with that on the factory insulated pipe. All kits to be supplied complete with stainless steel bands.
- E. Expansion/Contraction Joint
  - 1. Expansion/contraction joints shall be installed at the locations indicated on the drawings and shall be manufactured of ductile iron conforming to the material properties of ANSI/AWWA C153/21.53. All expansion joints shall be capable of expanding or contracting to the amounts shown on the drawings, or indicated in the specifications, but in no case shall there be less than 4" total axial movement. Separation beyond the maximum extension of the expansion joint shall be prevented without the use of external tie rods. Each expansion joint shall be pressure tested against its own restraint to a minimum of 350 psi. Use polyethylene MJ adapter on HDPE pipe to make connection with the expansion/contraction joint. All pressure containing parts shall be lined with a minimum of 15 mils of fusion bonded epoxy, conforming to the applicable requirements of ANSI/AWWA C213, and shall be tested with a 1500 volt spark test conforming to stated specification.
  - 2. Expansion/Contraction joints shall be EX-TEND 200, manufactured by EBAA Iron, Inc.
- F. Special Heat Trace Raceways
  - 1. Heat tracing raceways shall consist of an extruded molding large enough to accept heat trace cable and shall be applied to the pipe prior to application of the insulation. The raceway will be securely fastened to the pipe to prevent the ingress of foam therein during the insulation process. Each raceway shall be checked after insulating to insure it is not plugged. The ends shall be sealed prior to shipping to prevent any foreign material from entering the raceway while in transit or during installation.
  - 2. Two raceways will be provided for each pipe run; one placed at 12:00 o'clock for heat trace cable, and one at 6:00 o'clock for temperature sensor.
- G. Electric Heat Tracing System
  - 1. Heat trace cable shall be constant wattage, 8W/ft at 240VAC, parallel resistance type consisting of two #12 Teflon jacketed AWG tinned-copper bus wires and thermally stable nichrome heating wire, metallic ground braiding, moisture resistant. Heat trace cable shall be equal to Urecon Thermocable Part Number C26-240-COJ. All heat tracing cables and related accessories shall be UL/CSA approved and comply with CSA Heat Tracing Standard C22.2 No. 130.2-93.

2. Heat trace cable shall be installed in raceway slot provided on pre-insulated water pipe. Cable shall come equipped with two Urecon PFK-4 power feed kits, A1333-COJ power and end termination kits.
3. Temperature Sensors shall be 100 ohm platinum RTD with minimum 100 feet of lead wire, such as Urecon URTD-30-R.
4. Heat Trace Controller shall be a state-of-the-art electronic thermostat designed to control two heating cables operating at 240VAC, with a total current draw of 30 Amps, such as Urecon UTC-2230-21.
  - a. The controller shall have an internal 2-pole, 30A, 240VAC circuit breaker that provides a local means of disconnect. The controller shall also be able to supply 120VAC power at 2 Amps.
  - b. The controller shall have ground fault detection circuitry with an "Alarm and Trip" activation when a ground fault is present.
  - c. The controller shall have three temperature sensor inputs: two for pipe temperature control and one for high temperature limit for any plastic piping that may be used.
  - d. The controller shall have a low temperature, factory set, alarm for each pipe sensor.
  - e. Heat Trace on-off control deadband shall be 1.8 degrees F.
  - f. The controller shall have a factory-programmable override input that will force an output to suit the application.
  - g. The controller shall have an automatic cycle function that momentarily turns on the heat trace cable(s) daily to monitor ground fault conditions.
  - h. The controller shall have LED indications for Power On, Temperature Controller Calling for Heat, and Alarm Activated.
  - i. The Controller shall have a non-volatile programming memory to retain programming parameters during a power outage.
  - j. Controller shall be mounted inside a stainless steel NEMA 4X enclosure approximately 16"H x 12"W x 8"D, such as Hoffman Concept series C-SD16128SS6 with C-P1612 backplate. Enclosure shall be lockable to prevent unauthorized entry or vandalism. Enclosure shall have warning label on cover indicating "DANGER 240VAC".
  - k. Provide a red, strobe light to mount on top of main enclosure; connect to internal source of 120VAC via an auxiliary alarm contact. Light shall activate whenever the controller is in an alarm condition. Light shall be Federal Signal Model 651, Part Number 412027 with protective wire guard 210781, or equal.
5. All heat trace controls and components shall be from the same manufacturer.
6. Installation shall be in accordance with manufacturer's instructions.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. All pre-insulated piping shall be installed per the manufacturer's recommendations.
- B. Bridge crossing sewer pipe section shall be pressure tested by the Auburn Water and Sewerage District.
- C. Bridge crossing water pipe section shall be cleaned, tested and disinfected by the Auburn Water and Sewerage District.
- D. Coordinate installation of the heat tracing system with the Auburn Water and Sewerage District. AWSO will install the controller and power feed at the nearby pump station and provide conduit runs to the approach slabs.

END OF SECTION

**SPECIAL PROVISION**  
**SECTION 845**  
**STRUCTURAL STEEL UTILITY SUPPORT**

**Description**

This work shall consist of furnishing and installing structural rigid gas utility supports, denoted *US1* in the plans, and as directed by the Resident. The work also includes the attachment of owner supplied hangers with roller support assembly on diaphragms denoted on the plans as *U1A*, *U2A* and *US1*, and as specified herein.

**Installation**

A. General:

1. Install in accordance with MSS SP-58, MSS SP-69, MSS SP-89 and at a minimum, install supports, bolts, or other supporting devices at each location indicated on the Drawings.
2. Install all supports, bolts and other supporting devices of size and spacing to prevent loads from exceeding the manufacturer's maximum recommended loading with a safety factor of 5.
3. Install lock washers or locknuts on, supports, bolts and other supporting devices.

B. Spacing:

1. Install hanger with roller support assemblies at Cross frame Types *U1A* and *U2A* and Utility Support Type *US1*, as shown in the plans.
2. Maximum spacing of hangers and supports: 17'-0"

C. Gas main installation

1. The owner will assemble and weld the gas main.
2. The contractor shall assist the owner installing the gas main onto the support system.

**Materials**

The gas utility company owning or operating the gas main system will provide the hangers with roller support assembly system and gas main material. Any supplied materials damaged by improper construction methods or handling by the Contractor, as determined by the Department, shall be replaced at the Contractor's expense.

**Method of Measurement**

Structural Steel Utility Support - Gas Main shall be measured by the lump sum.

**Basis of Payment**

The accepted quantity of Structural Steel Utility Support - Gas Main for the bridge crossing shall be full compensation for furnishing and installing structural rigid supports as shown in the details and installation of gas utility company supplied pipe roller support assembly system. Price shall include all equipment, tools, labor, and incidental materials incidental thereto. Contractor assistance for installation of the gas main onto the support system is not included in this item, and will be paid at the appropriate hourly equipment rate.

Payment will be made under:

**Pay Item**

**Pay Unit**

|        |                                             |          |
|--------|---------------------------------------------|----------|
| 845.10 | Structural Steel Utility Support - Gas Main | Lump Sum |
|--------|---------------------------------------------|----------|

## STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:

[http://www.maine.gov/mdot/contractor-consultant-information/ss\\_standard\\_details\\_updates.php](http://www.maine.gov/mdot/contractor-consultant-information/ss_standard_details_updates.php)

| <b><u>Detail #</u></b> | <b><u>Description</u></b>                                | <b><u>Revision Date</u></b> |
|------------------------|----------------------------------------------------------|-----------------------------|
| 203(03)                | Backslope Rounding                                       | 1/29/08                     |
| 502(03)                | Concrete Curb - Bituminous Wearing Surface               | 8/08/11                     |
| 502(03)A               | Concrete Curb - Concrete Wearing Surface                 | 2/2/09                      |
| 502(07)                | Precast Concrete Deck Panels - Layout Plan               | 2/2/09                      |
| 502(07)A               | Precast Concrete Deck Panels - Layout Plan               | 2/2/09                      |
| 502(08)                | Precast Concrete Deck Panels - Panel Plan                | 2/2/09                      |
| 502(09)                | Precast Concrete Deck Panels - Blocking Detail           | 2/2/09                      |
| 502(10)                | Precast Concrete Deck Panels                             | 2/2/09                      |
| 502(11)                | Precast Concrete Deck Panels                             | 2/2/09                      |
| 502(12)                | Precast Concrete Deck Panels - Notes                     | 10/28/09                    |
| 502(12)A               | Precast Concrete Deck Panels - Notes                     | 2/2/09                      |
| 504(15)                | Diaphragms                                               | 5/19/11                     |
| 504(21)                | Tension Flange Connection for Diaphragm and Cross Frames | 10-11-12                    |
| 504(22)                | Diaphragm & Crossframe Notes                             | 10/11/12                    |
| 504(23)                | Hand-Hold Details                                        | 12/08/05                    |
| 502(24)                | Hand-Hold Details                                        | 10/11/12                    |
| 507(04)                | Steel Bridge Railing                                     | 2/05/03                     |
| 507(09)                | Steel Bridge Railing                                     | 5/19/11                     |

|          |                                                |          |
|----------|------------------------------------------------|----------|
| 507(09)A | Steel Bridge Railing                           | 5/19/11  |
| 526(06)  | Permanent Concrete Barrier                     | 2/2/09   |
| 526(08)  | Permanent Concrete Barrier – Type IIIA         | 10/07/10 |
| 526(08)A | Permanent Concrete Barrier – Type IIIA         | 12/07/10 |
| 526(13)  | Permanent Concrete Barrier – Type IIIB         | 2/2/09   |
| 526(14)  | Permanent Concrete Barrier – Type IIIB         | 2/2/09   |
| 526(21)  | Concrete Transition Barrier                    | 2/2/09   |
| 526(33)  | Concrete Transition Barrier                    | 8/18/03  |
| 526(39)  | Texas Classic Rail – Between Window            | 2/2/09   |
| 526(40)  | Texas Classic Rail – Through Window            | 2/2/09   |
| 526(41)  | Texas Classic Rail – Through Post              | 2/2/09   |
| 526(42)  | Texas Classic Rail – Through Nose              | 2/2/09   |
| 535(01)  | Precast Superstructure - Shear Key             | 10/12/06 |
| 535(02)  | Precast Superstructure - Curb Key & Drip Notch | 5/20/08  |
| 535(03)  | Precast Superstructure - Shear Key             | 12/5/07  |
| 535(04)  | Precast Superstructure - Shear Key             | 12/05/07 |
| 535(05)  | Precast Superstructure - Post Tensioning       | 5/20/08  |
| 535(06)  | Precast Superstructure - Sections              | 10/12/06 |
| 535(07)  | Precast Superstructure - Precast Slab & Box    | 10/12/06 |
| 535(08)  | Precast Superstructure - Sections              | 10/12/06 |
| 535(09)  | Precast Superstructure - Sections              | 10/12/06 |
| 535(10)  | Precast Superstructure - Sections              | 10/12/06 |
| 535(11)  | Precast Superstructure - Sections              | 10/12/06 |

|         |                                                   |          |
|---------|---------------------------------------------------|----------|
| 535(12) | Precast Superstructure - Sections                 | 10/12/06 |
| 535(13) | Precast Superstructure - Sections                 | 10/12/06 |
| 535(14) | Precast Superstructure - Stirrups                 | 10/12/06 |
| 535(15) | Precast Superstructure - Plan                     | 10/12/06 |
| 535(16) | Precast Superstructure - Reinforcing              | 10/12/06 |
| 535(17) | Precast Superstructure - Notes                    | 12/05/07 |
| 604(01) | Catch Basins                                      | 11/16/05 |
| 604(05) | Type "A" & "B" Catch Basin Tops                   | 11/16/05 |
| 604(06) | Type "C" Catch Basin Tops                         | 11/16/05 |
| 604(07) | Manhole Top "D"                                   | 11/16/05 |
| 604(09) | Catch Basin Type "E"                              | 11/16/05 |
| 606(02) | Multiple Mailbox Support                          | 11/16/05 |
| 606(03) | Guardrail Standard Detail                         | 9/19/12  |
| 606(07) | Reflectorized Beam Guardrail Delineator Details   | 11/16/05 |
| 606(20) | Guardrail - Type 3 - Single Rail - Bridge Mounted | 2/2/09   |
| 606(21) | Guardrail - Type 3 - Single Rail - Bridge Mounted | 2/2/09   |
| 606(22) | Guardrail - Type 3 - Single Rail - Bridge Mounted | 2/2/09   |
| 606(23) | Guardrail - Type 3 - Single Rail - Bridge Mounted | 2/2/09   |
| 609(03) | Curb Type 3                                       | 6/27/06  |
| 609(06) | Vertical Bridge Curb                              | 2/12/09  |
| 609(07) | Curb Type 1                                       | 6/27/06  |

|         |                                                                                   |          |
|---------|-----------------------------------------------------------------------------------|----------|
| 609(08) | Precast Concrete Transition Curb                                                  | 2/2/09   |
| 610(02) | Stone Scour Protection                                                            | 8/9/11   |
| 610(03) | Stone Scour Protection                                                            | 5/19/11  |
| 610(04) | Stone Scour Protection                                                            | 5/19/11  |
| 620(05) | Geotextile Placement for Protection of Slopes<br>Adjacent to Stream & Tidal Areas | 5/19/11  |
| 626(09) | Electrical Junction Box for Traffic Signals<br>and Lighting                       | 8/27/10  |
| 645(06) | H-Beam Posts – Highway Signing                                                    | 7/21/04  |
| 645(09) | Installation of Type II Signs                                                     | 7/21/04  |
| 801(01) | Drives on Sidewalk Sections                                                       | 12/13/07 |
| 801(02) | Drives on Non-Sidewalk Sections                                                   | 12/13/07 |



## SUPPLEMENTAL SPECIFICATION

(Corrections, Additions, & Revisions to Standard Specifications - Revision of December 2002)

### SECTION 101

#### CONTRACT INTERPRETATION

##### 101.2 Definitions

Closeout Documentation Replace the sentence “A letter stating the amount..... DBE goals.” with “DBE Goal Attainment Verification Form”

Add “Environmental Information Hazardous waste assessments, dredge material test results, boring logs, geophysical studies, and other records and reports of the environmental conditions. For a related provision, see Section 104.3.14 - Interpretation and Interpolation.”

Add “Fabrication Engineer The Department’s representative responsible for Quality Assurance of pre-fabricated products that are produced off-site.”

Geotechnical Information Replace with the following: “Boring logs, soil reports, geotechnical design reports, ground penetrating radar evaluations, seismic refraction studies, and other records of subsurface conditions. For a related provision, see Section 104.3.14 - Interpretation and Interpolation.”

### SECTION 102

#### DELIVERY OF BIDS

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

102.11.1 Non-curable Bid Defects Replace E. with “E. The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.”

### SECTION 103

#### AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

### SECTION 104

#### GENERAL RIGHTS AND RESPONSIBILITIES

104.3.14 Interpretation and Interpolation In the first sentence, change “...and Geotechnical Information.” to “...Environmental Information, and Geotechnical Information.”

## SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

105.6.1 Department Provided Services The Department will provide the Contractor with the description and coordinates of vertical and horizontal control points, set by the Department, within the Project Limits, for full construction Projects and other Projects where survey control is necessary. For Projects of 1,500 feet in length, or less: The Department will provide three points. For Projects between 1,500 and 5,000 feet in length: The Department will provide one set of two points at each end of the Project. For Projects in excess of 5,000 feet in length, the Department will provide one set of two points at each end of the Project, plus one additional set of two points for each mile of Project length. For non-full construction Projects and other Projects where survey control is not necessary, the Department will not set any control points and, therefore, will not provide description and coordinates of any control points. Upon request of the Contractor, the Department will provide the Department's survey data management software and Survey Manual to the Contractor, or its survey Subcontractor, for the exclusive use on the Department's Projects.

105.6.2 Contractor Provided Services Utilizing the survey information and points provided by the Department, described in Subsection 105.6.1, Department Provided Services, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not be limited to, reestablishing all points provided by the Department, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work. When the Work is to connect with existing Structures, the Contractor shall verify all dimensions before proceeding with the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Department of any errors or inconsistencies regarding the data and layout provided by the Department as provided by Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered.

105.6.2.1 Survey Quality Control The Contractor is responsible for all construction survey quality control. Construction survey quality control is generally defined as, first, performing initial field survey layout of the Work and, second, performing an independent check of the initial layout using independent survey data to assure the accuracy of the initial layout; additional iterations of checks may be required if significant discrepancies are discovered in this process. Construction survey layout quality control also requires written documentation of the layout process such that the process can be followed and repeated, if necessary, by an independent survey crew.

105.6.3 Survey Quality Assurance It is the Department's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Department. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey

quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Department elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The Department will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Department.

105.6.4 Boundary Markers The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the Right-of-Way or abutting parcels that are outside the area that must be disturbed to perform the Work. The Contractor indemnifies and holds harmless the Department from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Section 104.3.11 - Responsibility for Property of Others.

## SECTION 106 QUALITY

106.4.3 Testing Change the first sentence in paragraph three from "...maintain records of all inspections and tests." to "...maintain original documentation of all inspections, tests, and calculations used to generate reports."

106.6 Acceptance Add the following to paragraph 1 of A: "This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content."

Add the following to the beginning of paragraph 3 of A: "For pay factors based on Quality Level Analysis, and"

106.7.1 Standard Deviation Method Add the following to F: "Note: In cases where the mean of the values is equal to either the USL or the LSL, then the PWL will be 50 regardless of the computed value of s."

Add the following to H: "Method C Hot Mix Asphalt:  $PF = [55 + (Quality\ Level * 0.5)] * 0.01$ "

## SECTION 107 TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

107.7.2 Schedule of Liquidated Damages Replace the table of Liquidated Damages as follows:

| From | Up to and | Amount of Liquidated |
|------|-----------|----------------------|
|------|-----------|----------------------|

| <u>More Than</u> | <u>Including</u> | <u>Damages per Calendar Day</u> |
|------------------|------------------|---------------------------------|
| \$0              | \$100,000        | \$225                           |
| \$100,000        | \$250,000        | \$350                           |
| \$250,000        | \$500,000        | \$475                           |
| \$500,000        | \$1,000,000      | \$675                           |
| \$1,000,000      | \$2,000,000      | \$900                           |
| \$2,000,000      | \$4,000,000      | \$1,000                         |
| \$4,000,000      | and more         | \$2,100                         |

## SECTION 108 PAYMENT

Remove Section 108.4 and replace with the following:

“108.4 Payment for Materials Obtained and Stored Acting upon a request from the Contractor and accompanied by bills or receipted bills, the Department will pay for all or part of the value of acceptable, non-perishable Materials that are to be incorporated in the Work, including Materials that are to be incorporated into the Work, not delivered on the Work site, and stored at places acceptable to the Department. Examples of such Materials include steel piles, stone masonry, curbing, timber and lumber, metal Culverts, stone and sand, gravel, and other Materials. The Department will not make payment on living or perishable Materials until acceptably planted in their final locations.

If payment for Materials is made to the Contractor based on bills, only, then the Contractor must provide receipted bills to the Department for these Materials within 14 days of the date the Contractor receives payment for the Materials. Failure of the Contractor to provide receipted bills for these Materials within 14 days of the date the Contractor receives payment will result in the paid amount being withheld from the subsequent progress payment, or payments, until such time the receipted bills are received by the Department.

Materials paid for by the Department are the property of the Department, but the risk of loss shall remain with the Contractor. Payment for Materials does not constitute Acceptance of the Material. If Materials for which the Department has paid are later found to be unacceptable, then the Department may withhold amounts reflecting such unacceptable Materials from payments otherwise due the Contractor.

In the event of Default, the Department may use or cause to be used all paid-for Materials in any manner that is in the best interest of the Department.”

## SECTION 109 CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: “There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s).”

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: “Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department”

109.4.4 Investigation / Adjustment Third sentence, delete the words “subsections (A) - (E)”

109.5.1 Definitions - Types of Delays

B. Compensable Delay Replace (1) with the following; “a weather related Uncontrollable Event of such an unusually severe nature that a Federal Emergency Disaster is declared. The Contractor will only be entitled to an Equitable Adjustment if the Project falls within the geographic boundaries prescribed under the disaster declaration.”

109.7.2 Basis of Payment Replace with the following: “Adjustments will be established by mutual Agreement based upon Unit or Lump Sum Prices. These agreed Unit or Lump Sum prices will be full compensation and no additions or mark-ups are allowed. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment.”

109.7.3 Compensable Items Delete this Section entirely.

109.7.4 Non-Compensable Items Replace with the following: “The Contractor is not entitled to compensation or reimbursement for any of the following items:

- A. Total profit or home office overhead in excess of 15%,
- B. ....”

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; “Equipment leased....”

Paragraph 6, change sentence 2 from “The Contractor may furnish...” to read “If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records.”

Add the following paragraph; “Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs.”

Add the following section;

“F. Subcontractor Work When accomplishing Force Account Work that utilizes Subcontractors, the Contractor will be allowed a maximum markup of 5% for profit and overhead on the Subcontractor’s portion of the Force Account Work. If the Department does not accept the Subcontractor quote, then the Subcontractor work will be subject to the Force Account provisions with a 5% markup for profit & overhead..”

## SECTION 110 INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

The bond shall be in the full amount for all Pay Items for work pursuant to Sec 621, Landscape, payable to the “Treasurer - State of Maine,” and on the Department’s forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period described in Special Provision 621.0036 - Establishment Period. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.”

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department’s self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by the bond, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety’s waiver of any right to deny or contest payment and the Surety’s acknowledgment that the claim is valid and undisputed.

## SECTION 202 REMOVING STRUCTURES AND OBSTRUCTIONS

202.02 Removing Buildings Make the following change to the last sentence in the final paragraph, change “...Code of Maine Regulations 401.” to “...Department of Environmental Protection Maine Solid Waste Management Rules, 06-096 CMR Ch. 401, Landfill Siting, Design and Operation.”

## SECTION 203 EXCAVATION AND EMBANKMENT

203.01 Description Under b. Rock Excavation; add the following sentence: “The use of perchlorate is not allowed in blasting operations.”

Delete the entire Section 203.041 and replace with the following:

“203.041 Salvage of Existing Hot Mix Asphalt Pavement All existing hot mix asphalt pavement designated to be removed under this contract must be salvaged for utilization. Existing hot mix asphalt pavement material shall not be deposited in any waste area or be placed below subgrade in any embankment.

Methods of utilization may be any of the following:

1. Used as a replacement for untreated aggregate surface course on entrances provided the material contains no particles greater than 50 mm [2 in] in any dimension. Payment will be made under Pay Item 411.09, Untreated Aggregate Surface Course or 411.10, Untreated Aggregate Surface Course, Truck Measure. Material shall be placed, shaped, compacted and stabilized as directed by the Resident.

2. Used as the top 3” of gravel. Recycled Asphalt Pavement (RAP) shall be process to 1½” minus and blending will not be allowed. When this method is utilized, a surcharge will not be required

3. Stockpiled at commercial or approved sites for commercial or MaineDOT use.

4. Other approved methods proposed by the Contractor, and approved by the Resident which will assure proper use of the existing hot mix asphalt pavement.

The cost of salvaging hot mix asphalt material will be included for payment under the applicable pay item, with no additional allowances made, which will be full compensation for removing, temporarily stockpiling, and rehandling, if necessary, and utilizing the material in entrances or other approved uses, or stockpiling at an approved site as described above. The material will also be measured and paid for under the applicable Pay Item if it is reused for aggregate in entrances, or other approved uses.”

## SECTION 502 STRUCTURAL CONCRETE

502.05 Composition and Proportioning; TABLE #1; NOTE #2; third sentence; Change “...alcohol based saline sealer...” to “alcohol based silane sealer...”. Add NOTE #6 to Class S Concrete.

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: “For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80.....”

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: "For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will....."

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: "Circumstances may arise, however, where the Department may ....."

502.10 Forms and False work

D. Removal of Forms and False work 1., First paragraph; first, second, and third sentence; replace "forms" with "forms and false work"

502.11 Placing Concrete

G. Concrete Wearing Surface and Structural Slabs on Precast Superstructures Last paragraph; third sentence; replace "The temperature of the concrete shall not exceed 24° C [75° F] at the time of placement." with "The temperature of the concrete shall not exceed 24° C [75° F] at the time the concrete is placed in its final position."

502.15 Curing Concrete First paragraph; replace the first sentence with the following; "All concrete surfaces shall be kept wet with clean, fresh water for a curing period of at least 7 days after concrete placing, with the exception of vertical surfaces as provided for in Section 502.10 (D) - Removal of Forms and False work."

Second paragraph; delete the first two sentences.

Third paragraph; delete the entire paragraph which starts "When the ambient temperature...."

Fourth paragraph; delete "approved" to now read "...continuously wet for the entire curing period..."

Fifth paragraph; second sentence; change "...as soon as it is possible to do so without damaging the concrete surface." to "...as soon as possible."

Seventh paragraph; first sentence; change "...until the end of the curing period." to "...until the end of the curing period, except as provided for in Section 502.10(D) - Removal of Forms and False work."

502.19 Basis of Payment First paragraph, second sentence; add "pier nose armor" to the list of items included in the contract price for concrete.

## SECTION 503

### REINFORCING STEEL

503.06 Placing and Fastening Change the second paragraph, first sentence from: "All tack welding shall be done in accordance with Section 504, Structural Steel." to "All tack welding shall be done in accordance with AWS D1.4 Structural Welding Code - Reinforcing Steel."

## SECTION 504

### STRUCTURAL STEEL

504.09 Facilities for Inspection Add the follow as the last paragraph: "Failure to comply with the above requirements will be consider to be a denial to allow access to work by the Contractor. The Department will reject any work done when access for inspection is denied."



504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: "...ASTM A 898/A 898 M..." to "...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and..."

504.31 Shop Assembly Add the following as the last sentence: "The minimum assembly length shall include bearing centerlines of at least two substructure units."

504.64 Non Destructive Testing-Ancillary Bridge Products and Support Structures Change the third paragraph, first sentence from "One hundred percent..." to "Twenty five percent..."

## SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change "Steel Strand for Concrete Reinforcement" to "Steel Strand." Add the following to the beginning of the third paragraph; "Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate...."

535.05 Inspection Facilities Add the follow as the last paragraph: "If the above requirements are not met, the Contractor shall be considered to be in violation of Standard Specification 104.2.5 – Right to Inspect Work. All work occurring during a violation of this specification will be rejected."

535.26 Lateral Post-Tensioning Replace the first paragraph; "A final tension..." with "Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force."

## SECTION 603 PIPE CULVERTS AND STORM DRAINS

603.0311 Corrugated Polyethylene Pipe for Option III Replace the Minimum Mandrel Diameter Table with the following:

| Nominal Size<br>US Customary (in) | Minimum Mandrel<br>Diameter (in) | Nominal Size<br>Metric (mm) | Minimum Mandrel<br>Diameter (mm) |
|-----------------------------------|----------------------------------|-----------------------------|----------------------------------|
| 12                                | 11.23                            | 300                         | 280.73                           |
| 15                                | 14.04                            | 375                         | 350.91                           |
| 18                                | 16.84                            | 450                         | 421.09                           |
| 24                                | 22.46                            | 600                         | 561.45                           |
| 30                                | 28.07                            | 750                         | 701.81                           |
| 36                                | 33.69                            | 900                         | 842.18                           |
| 42                                | 39.30                            | 1050                        | 982.54                           |
| 48                                | 44.92                            | 1200                        | 1122.90                          |

## SECTION 604

## MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

|                               |         |
|-------------------------------|---------|
| “Tops and Traps               | 712.07  |
| Corrugated Metal Units        | 712.08  |
| Catch Basin and Manhole Steps | 712.09” |

## SECTION 605 UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

In the first paragraph, second sentence, delete the words “metal pipe”.

## SECTION 606 GUARDRAIL

606.02 Materials Delete the entire paragraph which reads “The sole patented supplier of multiple mailbox....” and replace with “Acceptable multiple mailbox assemblies shall be listed on the Department’s Approved Products List and shall be NCHRP 350 tested and approved.” Delete the entire paragraph which reads “Retroreflective beam guardrail delineators....” and replace with “Reflectorized sheeting for Guardrail Delineators shall meet the requirements of Section 719.01 - Reflective Sheeting. Delineators shall be fabricated from high-impact, ultraviolet and weather resistant thermoplastic.

606.09 Basis of Payment First paragraph; delete the second and third sentence in their entirety and replace with “Butterfly-type guardrail reflectorized delineators shall be mounted on all W-beam guardrail at an interval of every 10 posts [62.5 ft] on tangents sections and every 5 posts [31.25 ft] on curved sections as directed by the Resident. On divided highways, the delineators shall be yellow on the left hand side and silver/white on the right hand side. On two-way roadways, the delineators shall be silver/white on the right hand side. All delineators shall have retroreflective sheeting applied to only the traffic facing side. Reflectorized guardrail delineators will not be paid for directly, but will be considered incidental to the guardrail items.”

## SECTION 609 CURB

609.04 Bituminous Curb f., Delete the requirement “Color Natural (White)”

## SECTION 610 STONE FILL, RIPRAP, STONE BLANKET, AND STONE DITCH PROTECTION

Add the following paragraph to Section 610.02:

“Materials shall meet the requirements of the following Sections of Special Provision 703:

|                            |         |
|----------------------------|---------|
| Stone Fill                 | 703.25  |
| Plain and Hand Laid Riprap | 703.26  |
| Stone Blanket              | 703.27  |
| Heavy Riprap               | 703.28  |
| Definitions                | 703.32” |

Add the following paragraph to Section 610.032.a.

“Stone fill and stone blanket shall be placed on the slope in a well-knit, compact and uniform layer. The surface stones shall be chinked with smaller stone from the same source.”

Add the following paragraph to Section 610.032.b:

“Riprap shall be placed on the slope in a well-knit, compact and uniform layer. The surface stones shall be chinked with smaller stone from the same source.”

Add the following to Section 610.032: “Section 610.032.d. The grading of riprap, stone fill, stone blanket and stone ditch protection shall be determined by the Resident by visual inspection of the load before it is dumped into place, or, if ordered by the Resident, by dumping individual loads on a flat surface and sorting and measuring the individual rocks contained in the load. A separate, reference pile of stone with the required gradation will be placed by the Contractor at a convenient location where the Resident can see and judge by eye the suitability of the rock being placed during the duration of the project. The Resident reserves the right to reject stone at the job site or stockpile, and in place. Stone rejected at the job site or in place shall be removed from the site at no additional cost to the Department.”

## SECTION 615 LOAM

615.02 Materials Make the following change:

|                        |                                            |
|------------------------|--------------------------------------------|
| <u>Organic Content</u> | <u>Percent by Volume</u>                   |
| Humus                  | “5% - 10%”, as determined by Ignition Test |

## SECTION 618 SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed .....” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

## SECTION 620 GEOTEXTILES

### 620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

### 620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the second sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

### 620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

## SECTION 621 LANDSCAPING

621.0036 Establishment Period In paragraph 4 and 5, change “time of Final Acceptance” to “end of the period of establishment”. In Paragraph 7, change “Final Acceptance date” to “end of the period of establishment” and change “date of Final Acceptance” to “end of the period of establishment”.

## SECTION 626 HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

## SECTION 627 PAVEMENT MARKINGS

627.10 Basis of Payment Add to the following to the end of the third paragraph: “If allowed by Special Provision, the Contractor may utilize Temporary Bi-Directional Yellow and White(As required) Delineators as temporary pavement marking lines and paid for at the contract lump sum price. Such payment will include as many applications as required and removal.”

## SECTION 637 DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637

and/or the Contractor's own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor's own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control."

## SECTION 639 ENGINEERING FACILITIES

639.04 Field Offices Change the forth to last paragraph from: "The Contractor shall provide a fully functional desktop copier..." to "...desktop copier/scanner..."

Description Change "Floor Area" to "Floor Area (Outside Dimension)". Change Type B floor area from "15 (160)" to "20 (217)".

639.09 Telephone Paragraph 1 is amended as follows:

"The contractor shall provide **two** telephone lines and two telephones,...."

Add- "In addition the contractor will supply one computer broadband connection, modem lease and router. The router shall have wireless access and be 802.11n or 802.11g capable and wireless. The type of connection supplied will be contingent upon the availability of services (i.e. DSL or Cable Broadband). It shall be the contractor's option to provide dynamic or static IP addresses through the service. **The selected service will have a minimum downstream connection of 1.5 Mbps and 384 Kbps upstream.** The contractor shall be responsible for the installation charges and all reinstallation charges following suspended periods. Monthly service and maintenance charges shall be billed by the Internet Service Provider (ISP) directly to the contractor."

## SECTION 652 MAINTENANCE OF TRAFFIC

652.2.3 Flashing Arrow Board Delete the existing 5 paragraphs and replace with the following: Flashing Arrow Panels (FAP) must be of a type that has been submitted to AASHTO's National Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine Department of Transportations' Approved Products List of Portable Changeable Message Signs & Flashing Arrow Panels.

FAP units shall meet requirements of the current Manual on Uniform Traffic Control Devices (MUTCD) for Type "C" panels as described in Section 6F.56 - Temporary Traffic Control Devices. An FAP shall have matrix of a minimum of 15 low-glare, sealed beam, Par 46 elements capable of either flashing or sequential displays as well as the various operating modes as described in the MUTCD, Chapter 6-F. If an FAP consisting of a bulb matrix is used, each element should be recess-mounted or equipped with an upper hood of not less than 180

degrees. The color presented by the elements shall be yellow.

FAP elements shall be capable of at least a 50 percent dimming from full brilliance. Full brilliance should be used for daytime operation and the dimmed mode shall be used for nighttime operation. FAP shall be at least 2.4 M x 1.2 M [96" x 48"] and finished in non-reflective black. The FAP shall be interpretable for a distance not less than 1.6 km [1 mile].

Operating modes shall include, flashing arrow, sequential arrow, sequential chevron, flashing double arrow, and flashing caution. In the three arrow signals, the second light from the arrow point shall not operate.

The minimum element on-time shall be 50 percent for the flashing mode, with equal intervals of 25 percent for each sequential phase. The flashing rate shall be not less than 25 nor more than 40 flashes per minute. All on-board circuitry shall be solid state.

Primary power source shall be 12 volt solar with a battery back-up to provide continuous operation when failure of the primary power source occurs, up to 30 days with fully charged batteries. Batteries must be capable of being charged from an onboard 110 volt AC power source and the unit shall be equipped with a cable for this purpose.

Controller and battery compartments shall be enclosed in lockable, weather-tight boxes. The FAP shall be mounted on a pneumatic-tired trailer or other suitable support for hauling to various locations, as directed. The minimum mounting height of an arrow panel should be 2.1 M [7 feet] from the roadway to the bottom of the panel.

The face of the trailer shall be delineated on a permanent basis by affixing retro-reflective material, known as conspicuity material, in a continuous line as seen by oncoming drivers.

A portable changeable message sign may be used to simulate an arrow panel display."

652.2.4 Other Devices Delete the last paragraph and add the following:

"652.2.5 Portable Changeable Message Sign Trailer mounted Portable Changeable Message Signs (PCMS) must be of a type that has been submitted to AASHTO's National Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine Department of Transportation's Approved Products List of Portable Changeable Message Signs & Flashing Arrow Panels. The PCMS unit shall meet or exceed the current specifications of the Manual on Uniform Traffic Control Devices (MUTCD), 6F.55.

The front face of the sign should be covered with a low-glare protective material. The color of the LED elements shall be amber on a black background. The PCMS should be visible from a distance of 0.8 km [0.5 mile] day and night and have a minimum 15° viewing angle. Characters must be legible from a distance of at least 200 M [650 feet].

The message panel should have adjustable display rates (minimum of 3 seconds per phase), so that the entire message can be read at least twice at the posted speed, the off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed. Each message shall consist of either one or two phases. A phase shall consist of up to eight characters per line. The unit must be capable of displaying at least three lines of text with eight characters per line.

Each character shall be 457 mm [18"] high. Each character module shall use at least a five wide and seven high pixel matrix. The text of the messages shall not scroll or travel horizontally or vertically across the face of the sign.

Units shall automatically adjust their brightness under varying light conditions to maintain legibility.

The control system shall include a display screen upon which messages can be reviewed before being displayed on the message sign. The control system shall be capable of maintaining memory when power is unavailable. Message must be changeable with either a notebook computer or an on-board keypad. The controller shall have the capability to store a minimum of 200 user-defined and 200 pre-programmed messages. Controller and battery compartments shall be enclosed in lockable, weather-tight boxes.

PCMS units shall have the capability of being made programmable by means of wireless communications. PCMS units shall also be fully capable of having an on-board radar system installed if required for a particular application.

PCMS' primary power source shall be solar with a battery back-up to provide continuous operation when failure of the primary power source occurs. Batteries must be capable of being charged from a 110 volt AC power source. The unit must also be capable of being operated solely from a 110 volt AC power source and be equipped with a cable for this purpose.

The PCMS shall be mounted on a trailer in such a way that the bottom of the message sign panel shall be a minimum of 2.1 M [7 ft] above the roadway in urban areas and 1.5 M [5 ft] above the roadway in rural areas when it is in the operating mode. PCMS trailers should be of a heavy duty type with a 51 mm [2"] ball hitch and a minimum of four leveling jacks (at each corner). The sign shall be capable of being rotated 360° relative to the trailer. The face of the trailer shall be delineated on a permanent basis by affixing retro-reflective material, known as conspicuity material, in a continuous line as seen by oncoming drivers."

652.3.3 Submittal of Traffic Control Plan In item e. change "A list of all certified flaggers..." to "A list of all the Contractor's certified flaggers..."

Change a. in the list of requirements to: "a. The name, telephone number, and other contact numbers (cellular phone, pager, if any) of the Contractor's Traffic Control Supervisor (the person with overall responsibility for following the TCP), who has received Work Zone Traffic Control Training commensurate with the level of responsibility shown in the requirements of the Contract, and who is empowered to immediately resolve any work zone traffic control deficiencies or issues. Provide documentation that the Traffic Control Supervisor has completed a Work Zone Traffic Control Training Course (AGC, ATSSA, or other industry-recognized training), and a Supervisory refresher training every 5 years thereafter. Submit the course name, training entity, and date of training.

Traffic Control Training Course curriculum must be based on the standards and guidelines of the MUTCD and must include, at a minimum, the following:

1. Parts of Temporary Traffic Control Zone
2. Appropriate use and spacing of signs
3. Use and spacing of channelizing devices

- 4. Flagging basics
- 5. Typical examples and applications

The Traffic Control Supervisor, or designee directly overseeing physical installation, adjustment, and dismantling of work zone traffic control, will ensure all personnel performing those activities are trained to execute the work in a safe and proper manner, in accordance with their level of decision-making and responsibility.”

Add the follow to the list of requirements: “k. The plan for unexpected nighttime work along with a list of emergency nighttime equipment available on-site.”

In the last paragraph add the following as the second sentence: “The Department will review and provide comments to the Contractor within 14 days of receipt of the TCP.” Add the following as the last sentence: “The creation and modification of the TCP will be considered incidental to the related 652 items.”

652.3.5 Installation of Traffic Control Devices In the first paragraph, first sentence; change “Signs shall be erected...” to “Portable signs shall be erected..” In the third sentence; change “Signs must be erected so that the sign face...” to “Post-mounted signs must also be erected so that the sign face...”

652.4 Flaggers Replace the first paragraph with the following; “The Contractor shall furnish flaggers as required by the TCP or as otherwise specified by the Resident. All flaggers must have successfully completed a flagger test approved by the Department and administered by a Department-approved Flagger-Certifier who is employing that flagger. All flaggers must carry an official certification card with them while flagging that has been issued by their employer. Flaggers shall wear safety apparel meeting ANSI 107-2004 Class 2 risk exposure that clearly identifies the wearer as a person, and is visible at a minimum distance of 300 m [1000 ft], and shall wear a hardhat with 360° retro-reflectivity. For nighttime conditions, Class 3 apparel, meeting ANSI 107-2004, shall be worn along with a hardhat with 360° retro-reflectivity. Retro-reflective or flashing SLOW/STOP paddles shall be used, and the flagger station shall be illuminated to assure visibility in accordance with 652.6.2.”

Second paragraph, first sentence; change “...have sufficient distance to stop before entering the workspace.” to “...have sufficient distance to stop at the intended stopping point.” Third sentence; change “At a spot obstruction...” to “At a spot obstruction with adequate sight distance...”

Fourth paragraph, delete and replace with “Flaggers shall be provided as a minimum, a 10 minute break, every 2 hours and a 30 minute or longer lunch period away from the work station. Flaggers may only receive 1 unpaid break per day; all other breaks must be paid. Sufficient certified flaggers shall be available onsite to provide for continuous flagging operations during break periods. If the flaggers are receiving the appropriate breaks, breaker flagger(s) shall be paid starting 2 hours after the work begins and ending 2 hours before the work ends. A maximum of 1 breaker per 6 flaggers will be paid. (1 breaker flagger for 2 to 6 flaggers, 2 breaker flaggers for 7 to 12 flaggers, etc)”

Add the following:

“652.5.1 Rumble Strip Crossing When lane shifts or lane closures require traffic to cross a permanent longitudinal rumble strip for 7 calendar days or less, the Contractor shall install



warning signs that read “RUMBLE STRIP CROSSING” with a supplemental Motorcycle Plaque, (W8-15P).

When lane shifts or lane closures require traffic to cross a permanent longitudinal rumble strip for more than 7 calendar days, the Contractor shall pave in the rumble strips in the area that traffic will cross, unless otherwise directed by the Resident. Rumble strips shall be replaced prior to the end of the project, when it is no longer necessary to cross them.”

652.6 Nightwork Delete this section entirely and replace with the following:

“652.6.1 Daylight Work Times Unless otherwise described in the Contract, the Contractor is allowed to commence work and end work daily according to the Sunrise/Sunset Table at: <http://www.sunrisesunset.com/usa/Maine.asp> . If the Project town is not listed, the closest town on the list will be used as agreed at the Preconstruction Meeting. Any work conducted before sunrise or after sunset will be considered Night Work.

652.6.2 Night Work When Night Work occurs (either scheduled or unscheduled), the Contractor shall provide and maintain lighting on all equipment and at all work stations.

The lighting facilities shall be capable of providing light of sufficient intensity to permit good workmanship, safety and proper inspection at all times. The lighting shall be cut off and arranged on stanchions at a height that will provide perimeter lighting for each piece of equipment and will not interfere with traffic, including commercial vehicles, approaching the work site from either direction.

The Contractor shall have available portable floodlights for special areas.

The Contractor shall utilize padding, shielding or other insulation of mechanical and electrical equipment, if necessary, to minimize noise, and shall provide sufficient fuel, spare lamps, generators, etc. to maintain lighting of the work site.

The Contractor shall submit, as a subset of the Traffic Control Plan, a lighting plan at the Preconstruction Conference, showing the type and location of lights to be used for night work. The Resident may require modifications be made to the lighting set up in actual field conditions.

Prior to beginning any Night Work, the Contractor shall furnish a light meter for the Residents use that is capable of measuring the range of light levels from 5 to 20 foot-candles.

Horizontal illumination, for activities on the ground, shall be measured with the photometer parallel to the road surface. For purposes of roadway lighting, the photometer is placed on the pavement. Vertical illumination, for overhead activities, shall be measured with the photometer perpendicular to the road surface. Measurements shall be taken at the height and location of the overhead activity.

Night Work lighting requirements:

Mobile Operations: For mobile-type operations, each piece of equipment (paver, roller, milling machine, etc) will carry indirect (i.e. balloon type) lights capable of producing at least 10 foot-candles of lighting around the work area of the equipment.

Fixed Operations: For fixed-type operations (flaggers, curb, bridge, pipes, etc.), direct (i.e. tower) lighting will be utilized capable of illuminating the work area with at least 10 foot-candles of light.

Hybrid Operations: For hybrid-type operations (guardrail, sweeping, Inslope excavation, etc.), either direct or indirect lighting may be utilized. The chosen lights must be capable of producing at least 10 foot-candles of light around the work area of the equipment

Inspection Operations: Areas required to be inspected by the Department will require a minimum of 5 foot-candles of lighting. This may be accomplished through direct or indirect means.

All workers shall wear safety apparel labeled as meeting the ANSI 107-2004 standard performance for Class 3 risk exposure.

The Contractor shall apply 2- inch wide retro-reflective tape, with alternating red and white segments, to outline the front back and sides of construction vehicles and equipment, to define their shape and size to the extent practicable. Pickup trucks and personal vehicles are exempt from this requirement. The Contractor shall furnish approved signs reading "Construction Vehicle - Keep Back" to be used on trucks hauling to the project when such signs are deemed necessary by the Resident. The signs shall be a minimum of 30 inches by 60 inches, Black and Orange, ASTM D 4956 - Type VII, Type VIII, or Type IX (prismatic).

All vehicles used on the project, including pickup trucks and personal vehicles, shall be equipped with amber flashing lights, visible from both front and rear, or by means of single, approved type, revolving, flashing or strobe lights mounted so as to be visible 360°. The vehicle flashing system shall be in continuous operation while the vehicle is on any part of the project.

The Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Failure to follow the approved Lighting Plan will result in a Traffic Control violation.

Payment for lighting, vehicle mounted signs and other costs accrued because of night work will not be made directly but will be considered incidental to the related contract items."

652.8.2 Other Items Replace the first paragraph with the following: "The accepted quantities of flagger hours will be paid for at the contract unit price per hour for each flagging station occupied excluding lunch breaks, and for each approved breaker flagger. Overtime hours, as reported on the certified payrolls, will be paid an additional 30% of the bid price for 652.38. The computation and additional payment for overtime hours will occur during the project close-out process and will be paid as additional hours of 652.38 to the nearest ¼ hour. The

contract unit price shall be full compensation for hiring, transporting, equipping, supervising, and the payment of flaggers and all overhead and incidentals necessary to complete the work.” Replace the last paragraph with the following: “There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time.”

### SECTION 653 POLYSTYRENE PLASTIC INSULATION

653.05 Placing Backfill In the second sentence; change “...shall be not less than 150 mm [6 in] loose measure.” to “...shall be not less than 250 mm [10 in] loose measure.” In the third sentence; change “...crawler type bulldozer of not more than 390 kg/m<sup>2</sup> [80 lb/ft<sup>2</sup>] ground contact pressure...” to “...crawler type bulldozer of not more than 4875 kg/m<sup>2</sup> [2000 lb/ft<sup>2</sup>] ground contact pressure...”

653.06 Compaction In the last sentence; change “...not more than 390 kg/m<sup>2</sup> [80 lb/ft<sup>2</sup>] ground contact...” to “...not more than 4875 kg/m<sup>2</sup> [2000 lb/ft<sup>2</sup>] ground contact...”

### SECTION 656 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor’s own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.”

### SECTION 701 STRUCTURAL CONCRETE RELATED MATERIALS

701.10 Fly Ash - Chemical Requirements Change all references from “ASTM C311” to “ASTM C114”.

### SECTION 703 AGGREGATES

703.05 Aggregate for Sand Leveling Change the percent passing the 9.5 mm [3/8 in] sieve from “85 – 10” to “85 – 100”

703.06 Aggregate for Base and Subbase Delete the first paragraph: “The material shall have...” and replace with “The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (January 2009 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [½ in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used.”

703.07 Aggregates for HMA Pavements Delete the forth paragraph: "The composite blend shall have..." and replace with "The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO T 327. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (January 2009 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used."

703.09 HMA Mixture Composition The coarse and fine aggregate shall meet the requirements of Section 703.07. The several aggregate fractions for mixtures shall be sized, graded, and combined in such proportions that the resulting composite blends will meet the grading requirements of the following table.

**AGGREGATE GRADATION CONTROL POINTS**

| SIEVE<br>SIZE | Nominal Maximum Aggregate Size---Control Points (Percent Passing) |               |                 |                |                 |
|---------------|-------------------------------------------------------------------|---------------|-----------------|----------------|-----------------|
|               | TYPE 25<br>mm                                                     | TYPE 19<br>mm | TYPE 12.5<br>mm | TYPE 9.5<br>mm | TYPE 4.75<br>mm |
|               | PERCENT BY WEIGHT PASSING - COMBINED AGGREGATE                    |               |                 |                |                 |
| 37.5 mm       | 100                                                               |               |                 |                |                 |
| 25 mm         | 90-100                                                            | 100           |                 |                |                 |
| 19 mm         | -90                                                               | 90-100        | 100             |                |                 |
| 12.5 mm       |                                                                   | -90           | 90-100          | 100            | 100             |
| 9.5 mm        |                                                                   | -             | -90             | 90-100         | 95-100          |
| 4.75 mm       |                                                                   | -             | -               | -90            | 80-100          |
| 2.36 mm       | 19-45                                                             | 23-49         | 28-58           | 32-67          | 40 - 80         |
| 1.18 mm       |                                                                   | -             | -               | -              | -               |
| 600 µm        |                                                                   | -             | -               | -              | -               |
| 300 µm        |                                                                   | -             | -               | -              | -               |
| 75 µm         | 1-7                                                               | 2-8           | 2-10            | 2-10           | 2-10            |

Gradation Classification---- The combined aggregate gradation shall be classified as coarse-graded when it passes below the Primary Control Sieve (PCS) control point as defined in the following table. All other gradations shall be classified as fine-graded.

**GRADATION CLASSIFICATION**

| PCS Control Point for Mixture Nominal Maximum Aggregate Size<br>(% passing) |               |               |                 |                |
|-----------------------------------------------------------------------------|---------------|---------------|-----------------|----------------|
| Nominal Maximum Aggregate<br>Size                                           | TYPE 25<br>mm | TYPE 19<br>mm | TYPE 12.5<br>mm | TYPE 9.5<br>mm |
| Primary Control Sieve                                                       | 4.75 mm       | 4.75 mm       | 2.36 mm         | 2.36 mm        |
| PCS Control Point (% passing)                                               | 40            | 47            | 39              | 47             |

If a Grading “D” mixture is allowed per Special Provision Section 403, it shall meet the following gradation and the aggregate requirements of Section 703.07.

| Sieve Designation | Percentage by Weight Passing Square Mesh Sieves |
|-------------------|-------------------------------------------------|
| ½ inch            | 100                                             |
| ¾ inch            | 93-100                                          |
| No. 4             | 60-80                                           |
| No. 8             | 46-65                                           |
| No. 16            | 25-55                                           |
| No. 30            | 16-40                                           |
| No. 50            | 10-30                                           |
| No. 100           | 6-22                                            |
| No. 200           | 3.0-8.0                                         |

703.18 Common Borrow Replace the first paragraph with the following: “Common borrow shall consist of earth, suitable for embankment construction. It shall be free from frozen material, perishable rubbish, peat, and other unsuitable material including material currently or previously contaminated by chemical, radiological, or biological agents unless the material is from a DOT project and authorized by DEP for use.”

703.22 Underdrain Backfill Material Change the first paragraph from “...for Underdrain Type B...” to “...for Underdrain Type B and C...”

Replace subsections 703.25 through 703.28 with the following:

“703.25 Stone Fill Stones for stone fill shall consist of hard, sound, durable rock that will not disintegrate by exposure to water or weather. Stone for stone fill shall be angular and rough. Rounded, subrounded, or long thin stones will not be allowed. Stone for stone fill may be obtained from quarries or by screening oversized rock from earth borrow pits. The maximum allowable length to thickness ratio will be 3:1. The minimum stone size (10 lbs) shall have an average dimension of 5 inches. The maximum stone size (500 lbs) shall have a maximum dimension of approximately 36 inches. Larger stones may be used if approved by the Resident. Fifty percent of the stones by volume shall have an average dimension of 12 inches (200 lbs).

703.26 Plain and Hand Laid Riprap Stone for riprap shall consist of hard, sound durable rock that will not disintegrate by exposure to water or weather. Stone for riprap shall be angular and rough. Rounded, subrounded or long thin stones will not be allowed. The maximum allowable length to width ratio will be 3:1. Stone for riprap may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (10 lbs) shall have an average dimension of 5 inches. The maximum stone size (200 lbs) shall have an average dimension of approximately 12 inches. Larger stones may be used if approved by the Resident. Fifty percent of the stones by volume shall have an average dimension greater than 9 inches (50 lbs).

703.27 Stone Blanket Stones for stone blanket shall consist of sound durable rock that will not disintegrate by exposure to water or weather. Stone for stone blanket shall be angular and rough. Rounded or subrounded stones will not be allowed. Stones may be obtained from

quarries or by screening oversized rock from earth borrow pits. The minimum stone size (300 lbs) shall have minimum dimension of 14 inches, and the maximum stone size (3000 lbs) shall have a maximum dimension of approximately 66 inches. Fifty percent of the stones by volume shall have average dimension greater than 24 inches (1000 lbs).

703.28 Heavy Riprap Stone for heavy riprap shall consist of hard, sound, durable rock that will not disintegrate by exposure to water or weather. Stone for heavy riprap shall be angular and rough. Rounded, subrounded, or thin, flat stones will not be allowed. The maximum allowable length to width ratio will be 3:1. Stone for heavy riprap may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (500 lbs) shall have minimum dimension of 15 inches, and at least fifty percent of the stones by volume shall have an average dimension greater than 24 inches (1000 lbs)."

Add the following paragraph:

"703.32 Definitions (ASTM D 2488, Table 1).

Angular: Particles have sharp edges and relatively plane sides with unpolished surfaces

Subrounded: Particles have nearly plane sides but have well-rounded corners and edges

Rounded: Particles have smoothly curved sides and no edges"

## SECTION 706

### NON-METALLIC PIPE

706.06 Corrugated Polyethylene Pipe for Underdrain, Option I and Option III Culvert Pipe Change the first sentence from "...300 mm diameters to 900 mm" to "...300 mm diameters to 1200 mm" Delete, in its' entirety, the last sentence which begins "This pipe and resins..." and replace with the following; "Manufacturers of corrugated polyethylene pipe must participate in, and maintain compliance with, AASHTO's National Transportation Product Evaluation Program ([www.ntpep.org](http://www.ntpep.org)) which audits producers of plastic pipe. A certificate of compliance must be provided with each shipment."

## SECTION 708

### PAINTS AND PRESERVATIVES

|| 708.03 Pavement Marking Paint Change the first sentence from "...AASHTO M248" to "...the Maine DOT Maintenance Fast-Dry Water-Based Traffic Paint on file at the Traffic Section in Augusta". Delete, in its' entirety, the last sentence. ||

## SECTION 709

### REINFORCING STEEL AND WELDED STEEL WIRE FABRIC

709.03 Steel Strand Change the second paragraph from "...shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)..." to "...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)..."

## SECTION 710

### FENCE AND GUARDRAIL

710.03 Chain Link Fabric Add the following sentence: "Chain Link fabric for PVC coated shall conform to the requirements of AASHTO M181, Type IV-Class B."

710.04 Metal Beam Rail Replace with the following: “Galvanized steel rail elements shall conform to the requirements of AASHTO M 180, Class A, Type II.

When corrosion resistant steel is specified, rail shall conform to AASHTO M 180, Class A, Type IV. Beams of corrosion resistant steel shall not be painted or galvanized. They shall be so handled and stored that the traffic face of these beams, used in a continuous run of guardrail, shall not show a distinctive color differential.

When metal beam rail is to be installed on a curve having a radius of curvature of 150 ft. or less, the beam sections shall be fabricated on an arc to the required radius and permanently stamped or embossed with the designated radius.

The engineer may take one piece of guardrail, a backup plate, and end or buffer section from each 200 pieces in a lot, or from each lot if less than 200 pieces are included therein for determination of compliance with specification requirements. If one piece fails to conform to the requirements of this specification, two other pieces shall be tested. If either of these pieces fails to conform to the requirements of this specification, the lot of material represented by these samples shall be rejected. A lot shall be considered that quantity of material offered for inspection at one time that bears the same heat and coating identification.”

710.07 Guardrail Posts Section b. change “...AASHTO M183/M183M...” to “...AASHTO M 270M/M 270 Grade 250 (36)...”

## SECTION 712 MISCELLANEOUS HIGHWAY MATERIALS

712.04 Stone Curbing and Edging Delete the existing and replace with the following: “Stone for curbing and edging shall be approved granite from acceptable sources. The stone shall be hard and durable, predominantly gray in color, free from seams that would be likely to impair its structural integrity, and of a smooth splitting character. Natural grain size and color variations characteristic of the source deposit will be permitted. Such natural variations may include bands or clusters of mineral crystallization provided they do not impair the structural integrity of the curb stone. The Contractor shall submit for approval the name of the quarry that is the proposed source of the granite for curb materials along with full scale color photos of the granite. Such submission shall be made sufficiently in advance of ordering so that the Resident may have an opportunity to judge the stone, both as to quality and appearance. Samples of curbing shall be submitted for approval only when requested by the Resident. The dimensions, shape, and other details shall be as shown on the plans.”

712.06 Precast Concrete Units In the first paragraph, change “...ASTM C478M...” to “...AASHTO M199...” Delete the second paragraph and replace with the following; “Approved structural fibers may be used as a replacement of 6 x 6 #10 gauge welded wire fabric when used at an approved dosage rate for the construction of manhole and catch basin units. The material used shall be one of the products listed on the Maine Department of Transportation’s Approved Product List of Structural Fiber Reinforcement.” Delete the fifth paragraph and replace with the following; “The concrete mix design shall be approved by the Department. Concrete shall contain 6% air content, plus or minus 1½% tolerance when tested according to AASHTO T152. All concrete shall develop a minimum compressive strength of

28 MPa [4000 psi] in 28 days when tested according to AASHTO T22. The absorption of a specimen, when tested according to AASHTO T280, Test Method “A”, shall not exceed nine percent of the dry mass.”

Add the following:

“712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron or ductile iron castings shall conform to the requirements of AASHTO M306 unless otherwise designated.”

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

(a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.

(b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

(a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger



low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture.

Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [½ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set

on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [3/4 in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

## SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.03 C. Method #3 - Roadside Mixture #3 Change the seed proportions to the following:

|                  |       |
|------------------|-------|
| Crown Vetch      | 25%   |
| Perennial Lupine | 25%   |
| Red Clover       | 12.5% |
| Annual Rye       | 37.5% |

717.05 Mulch Binder Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

## SECTION 720 STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS

720.08 U-Channel Posts Change the first sentence from “..., U-Channel posts...” to “..., Rib Back U-Channel posts...”

## SECTION 722 GEOTEXTILES

722.01 Stabilization/Reinforcement Geotextile Add the following to note #3; “The strengths specified in the columns labeled”<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”

722.02 Drainage Geotextile Add the following to note #3; “The strengths specified in the columns labeled”<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”

722.01 Erosion Control Geotextile Add the following note to Elongation in the Mechanical Property Table; “The strengths specified in the columns labeled”<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”

APPENDIX A TO DIVISION 100

SECTION 1 - BIDDING PROVISIONS

A. Federally Required Certifications By signing and delivering a Bid, the Bidder certifies as provided in all certifications set forth in this Appendix A - Federal Contract Provisions Supplement including:

- Certification Regarding No Kickbacks to Procure Contract as provided on this page 1 below.
- Certification Regarding Non-collusion as provided on page 1 below.
- Certification Regarding Non-segregated Facilities as provided by FHWA Form 1273, section III set forth on page 21 below.
- "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" as provided by FHWA Form 1273, section XI set forth on page 32 below.
- "Certification Regarding Use of Contract Funds for Lobbying" as provided by FHWA Form 1273, section XII set forth on page 35 below.

Unless otherwise provided below, the term "Bidder", for the purposes of these certifications, includes the Bidder, its principals, and the person(s) signing the Bid. Upon execution of the Contract, the Bidder (then called the Contractor) will again make all the certifications indicated in this paragraph above.

CERTIFICATION REGARDING NO KICKBACKS TO PROCURE CONTRACT Except expressly stated by the Bidder on sheets submitted with the Bid (if any), the Bidder hereby certifies, to the best of its knowledge and belief, that it has not:

(A) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract;

(B) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

(C) paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract;

By signing and submitting a Bid, the Bidder acknowledges that this certification is to be furnished to the Maine Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this contract in anticipation of federal aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

CERTIFICATION REGARDING NONCOLLUSION Under penalty of perjury as provided by federal law (28 U.S.C. §1746), the Bidder hereby certifies, to the best of its knowledge and belief, that:

the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with the Contract.

For a related provisions, see Section 102.7.2 (C) of the Standard Specifications - "Effects of Signing and Delivery of Bids" - "Certifications", Section 3 of this Appendix A entitled "Other Federal Requirements" including section XI - "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" and section XII. - "Certification Regarding Use of Contract Funds for Lobbying."

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B. Bid Rigging Hotline To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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## SECTION 2 - FEDERAL EEO AND CIVIL RIGHTS REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 2 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

A. Nondiscrimination & Civil Rights - Title VI The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate. The Contractor and subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with all State of Maine and other Federal Civil Rights laws.

For related provisions, see Subsection B - "Nondiscrimination and Affirmative Action - Executive Order 11246" of this Section 2 and Section 3 - Other Federal Requirements of this "Federal Contract Provisions Supplement" including section II - "Nondiscrimination" of the "Required Contract Provisions, Federal Aid Construction Contracts", FHWA-1273.

B. Nondiscrimination and Affirmative Action - Executive Order 11246 Pursuant to Executive Order 11246, which was issued by President Johnson in 1965 and amended in 1967 and 1978, this Contract provides as follows.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall

document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

Ensure and maintain a working environment free of harassment, intimidations, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all forepersons, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and to maintain a record of the organization's responses.

Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

Provide immediate written notification to the Department's Civil Rights Office when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Design-Builder's efforts to meet its obligations.

Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under B above.

Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligation; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review

of these items with on-site supervisory personnel such as Superintendents, General Forepersons, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractor's and Subcontractors with whom the Contractor does or anticipates doing business.

Direct its recruitment efforts, both orally and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screenings, procedures, and test to be used in the selection process.

Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of a Contractor's workforce.

Validate all tests and other selection requirements.

Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractor's and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

C. Goals for Employment of Women and Minorities Per Executive Order 11246, craft tradesperson goals are 6.9% women and .5% minorities employed. However, goals may be

adjusted upward at the mutual agreement of the Contractor and the Department. Calculation of these percentages shall not include On-the-Job Training Program trainees, and shall not include clerical or field clerk position employees.

For a more complete presentation of requirements for such Goals, see the federally required document "Goals for Employment of Females and Minorities" set forth in the next 6 pages below.

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Start of GOALS FOR EMPLOYMENT OF FEMALES AND MINORITIES  
Federally Required Contract Document

§60-4.2 Solicitations

- (d) The following notice shall be included in, and shall be part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246)

1. The Offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

|                                                     |      |
|-----------------------------------------------------|------|
| <u>Goals for female participation in each trade</u> | 6.9% |
|-----------------------------------------------------|------|

Goals for minority participation for each trade

Maine

|                                                                                   |      |
|-----------------------------------------------------------------------------------|------|
| 001 Bangor, ME                                                                    | 0.8% |
| Non-SMSA Counties (Aroostook, Hancock, Penobscot, Piscataquis, Waldo, Washington) |      |
|                                                                                   |      |
| 002 Portland-Lewiston, ME                                                         |      |
| SMSA Counties: 4243 Lewiston-Auburn, ME                                           | 0.5% |
| (Androscoggin)                                                                    |      |
|                                                                                   |      |
| 6403 Portland, ME                                                                 | 0.6% |
| (Cumberland, Sagadahoc)                                                           |      |
|                                                                                   |      |
| Non-SMSA Counties:                                                                | 0.5% |
| (Franklin, Kennebec, Knox, Lincoln, Oxford, Somerset, York)                       |      |

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs



construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be in violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated started and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

#### STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department form 941;
- d. "Minority" includes:
  - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of the North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
  3. If the contractor, is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors for Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
  4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a. through p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specific.
  5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant, thereto.
  6. In order for the non working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of

employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as expensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, when possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment sources or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female

employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment, efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing prior to the date for the acceptance of applications for apprenticeship or the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of

solicitation to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7 a through p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7 a through p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, specific minority group of women is underutilized.)
10. The Contractor shall not use the goals and timetables or affirmative action even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementation regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the

requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.6.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

End of GOALS FOR EMPLOYMENT OF FEMALES AND MINORITIES  
Federally Required Contract Document

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D. Disadvantaged Business Enterprise (DBE) Requirements The Department has established an annual Disadvantaged Business Enterprise goal to be achieved through race neutral means. This goal will be adjusted periodically and will be provided by Supplemental Provision. The Contractor shall comply with all provisions of this section regarding DBE participation and the Department's latest version of the Disadvantaged Business Enterprise Program Manual, said Manual being incorporated herein by reference. In the case of conflict between this Contract and said Manual, this Contract shall control. The Department reserves the right to adjust DBE goals on a project-by-project basis by addendum.

Policy. It is the Department's policy that DBEs as defined in 23 CFR Part 26 and referenced in the Transportation Equity Act for 21st Century of 1998, as amended from the Surface Transportation Uniform Relocation Assistance Act of 1987, and the Intermodal Surface Transportation Efficiency Act of 1991. The intent hereto remains to provide the maximum opportunity for DBEs to participate in the performance of contracts financed in whole or in part with federal funds.

The Department and its Contractors shall not discriminate on the basis of race, color, national origin, ancestry, sex, age, or disability in the award and performance of DOT assisted contracts.

Disadvantaged Business Enterprises are those so certified by the Maine Department of Transportation Civil Rights Office prior to bid opening date.

The Department has determined that elements of a good faith effort to meet the contract goal include but are not limited to the following:

1. Whether the Contractor advertised in general circulation, trade association, and minority/women's-focus media concerning the subcontracting opportunities;
2. Whether the Contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
3. Whether the Contractor followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
4. Whether the Contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals;
5. Whether the Contractor provided interested DBEs with adequate information about the plans, specification and requirements of the contract;
6. Whether the Contractor negotiated in good faith with interested DBEs, not rejecting the DBE as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the Contractor made efforts to assist interested DBEs with other appropriate technical/financial assistance required by the Department or Contractor;
8. Whether the Contractor effectively used the services of available minority/women's community organizations, minority/women's business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

Substitutions of DBEs. The following may be acceptable reasons for Civil Rights Office approval of such a change order:

- The DBE defaults, voluntarily removes itself or is over-extended;
- The Department deletes portions of the work to be performed by the DBE.

It is not intended that the ability to negotiate a more advantageous contract with another certified DBE be considered a valid basis for such a change in DBE utilization once the DBE Bid Submission review has been passed. Any requests to alter the DBE commitment must be in writing and included with the change order.

Failure to carry out terms of this Standard Specification shall be treated as a violation of this contract and will result in contract sanctions which may include withholding of partial payments totaling the creditable dollars amount which would have been paid for said DBE participation, termination of this contract or other measures which may affect the ability of the Contractor to obtain Department contracts.

Copies of the Maine Department of Transportation's DBE Program may be obtained from:

Maine Department of Transportation  
Civil Rights Office  
#16 State House Station  
Augusta, Maine 04333-0016  
tel. (207) 624-3519

Quarterly Reporting Requirement. The Contractor must submit Semi-annual reports of actual dollars paid to Disadvantaged Business Enterprises (DBE's) on this Project to the MaineDOT Civil Rights Office by the end of the third week of April and October for the period covering the preceding six months considered Federal Fiscal Year periods. The reports will be submitted directly to the Civil Rights Office on the form provided in the latest version of the DBE Program Manual. Failure to submit the report by the deadline may result in a withholding of approval of partial payment estimates by the Department.

### SECTION 3 - OTHER FEDERAL REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 3 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

#### A. Buy America

If the cost of products purchased for permanent use in this project which are manufactured of steel, iron or the application of any coating to products of these materials exceeds 0.1 percent of the contract amount, or \$2,500.00, whichever is greater, the products shall have been manufactured and the coating applied in the United States. The coating materials are not subject to this clause, only the application of the coating. In computing that amount, only the cost of the product and coating application cost will be included.

Ore, for the manufacture of steel or iron, may be from outside the United States; however, all other manufacturing processes of steel or iron must be in the United States to qualify as having been manufactured in the United States.

United States includes the 50 United States and any place subject to the jurisdiction thereof.

Products of steel include, but are not limited to, such products as structural steel, piles, guardrail, steel culverts, reinforcing steel, structural plate and steel supports for signs, luminaries and signals.

Products of iron include, but are not limited to, such products as cast iron grates.

Application of coatings include, but are not limited to, such applications as epoxy, galvanized and paint.

To assure compliance with this section, the Contractor shall submit a certification letter on its letterhead to the Department stating the following:

"This is to certify that products made of steel, iron or the application of any coating to products of these materials whose costs are in excess of \$2,500.00 or 0.1 percent of the original contract amount, whichever is greater, were manufactured and the coating, if one was required, was applied in the United States."

#### B. Materials



a. Convict Produced Materials References: 23 U.S.C. 114(b)(2), 23 CFR 635.417

Applicability: FHWA's prohibition against the use of convict material only applies to Federal-aid highways. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if: 1) such materials have been produced by convicts who are on parole, supervised release, or probation from a prison; or 2) such material has been produced in a qualified prison facility, e.g., prison industry, with the amount produced during any 12-month period, for use in Federal-aid projects, not exceeding the amount produced, for such use, during the 12-month period ending July 1, 1987.

Materials obtained from prison facilities (e.g., prison industries) are subject to the same requirements for Federal-aid participation that are imposed upon materials acquired from other sources. Materials manufactured or produced by convict labor will be given no preferential treatment.

The preferred method of obtaining materials for a project is through normal contracting procedures which require the contractor to furnish all materials to be incorporated in the work. The contractor selects the source, public or private, from which the materials are to be obtained (23 CFR 635.407). Prison industries are prohibited from bidding on projects directly (23 CFR 635.112e), but may act as material supplier to construction contractors.

Prison materials may also be approved as State-furnished material. However, since public agencies may not bid in competition with private firms, direct acquisition of materials from a prison industry for use as State-furnished material is subject to a public interest finding with the Division Administrator's concurrence (23 CFR 635.407d). Selection of materials produced by convict labor as State-furnished materials for mandatory use should be cleared prior to the submittal of the Plans Specifications & Estimates (PS&E).

b. Patented/Proprietary Products References: 23 U.S.C. 112, 23 CFR 635.411

FHWA will not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the plans and specifications for a project, unless:

- the item is purchased or obtained through competitive bidding with equally suitable unpatented items,
- the STA certifies either that the proprietary or patented item is essential for synchronization with the existing highway facilities or that no equally suitable alternative exists, or
- the item is used for research or for a special type of construction on relatively short sections of road for experimental purposes. States should follow FHWA's procedures for "Construction Projects Incorporating Experimental Features" ([expermnt.htm](http://www.fhwa.dot.gov/permnt/)) for the submittal of work plans and evaluations.

The primary purpose of the policy is to have competition in selection of materials and allow for development of new materials and products. The policy further permits materials and products that are judged equal may be bid under generic specifications. If only patented or proprietary products are acceptable, they shall be bid as alternatives with all, or at least a

reasonable number of, acceptable materials or products listed; and the Division Administrator may approve a single source if it can be found that its utilization is in the public interest.

Trade names are generally the key to identifying patented or proprietary materials. Trade name examples include 3M, Corten, etc. Generally, products identified by their brand or trade name are not to be specified without an "or equal" phrase, and, if trade names are used, all, or at least a reasonable number of acceptable "equal" materials or products should be listed. The licensing of several suppliers to produce a product does not change the fact that it is a single product and should not be specified to the exclusion of other equally suitable products.

c. State Preference References: 23 U.S.C. 112, 23 CFR 635.409

Materials produced within Maine shall not be favored to the exclusion of comparable materials produced outside of Maine. State preference clauses give particular advantage to the designated source and thus restrict competition. Therefore, State preference provisions shall not be used on any Federal-aid construction projects.

This policy also applies to State preference actions against materials of foreign origin, except as otherwise permitted by Federal law. Thus, States cannot give preference to in-State material sources over foreign material sources. Under the Buy America provisions, the States are permitted to expand the Buy America restrictions provided that the STA is legally authorized under State law to impose more stringent requirements.

d. State Owned/Furnished/Designated Materials References: 23 U.S.C. 112, 23 CFR 635.407

Current FHWA policy requires that the contractor must furnish all materials to be incorporated in the work, and the contractor shall be permitted to select the sources from which the materials are to be obtained. Exceptions to this requirement may be made when there is a definite finding, by MaineDOT and concurred in by Federal Highway Administration's (FHWA) Division Administrator, that it is in the public interest to require the contractor to use materials furnished by the MaineDOT or from sources designated by MaineDOT. The exception policy can best be understood by separating State-furnished materials into the categories of manufactured materials and local natural materials.

Manufactured Materials When the use of State-furnished manufactured materials is approved based on a public interest finding, such use must be made mandatory. The optional use of State-furnished manufactured materials is in violation of our policy prohibiting public agencies from competing with private firms. Manufactured materials to be furnished by MaineDOT must be acquired through competitive bidding, unless there is a public interest finding for another method, and concurred in by FHWA's Division Administrator.

Local Natural Materials When MaineDOT owns or controls a local natural materials source such as a borrow pit or a stockpile of salvaged pavement material, etc., the materials may be designated for either optional or mandatory use; however, mandatory use will require a public interest finding (PIF) and FHWA's Division Administrator's concurrence.

In order to permit prospective bidders to properly prepare their bids, the location, cost, and any conditions to be met for obtaining materials that are made available to the contractor shall be stated in the bidding documents.

Mandatory Disposal Sites Normally, the disposal site for surplus excavated materials is to be of the contractor's choosing; although, an optional site(s) may be shown in the contract provisions. A mandatory site shall be specified when there is a finding by MaineDOT, with the concurrence of the Division Administrator, that such placement is the most economical or that the environment would be substantially enhanced without excessive cost. Discussion of the mandatory use of a disposal site in the environmental document may serve as the basis for the public interest finding.

Summarizing FHWA policy for the mandatory use of borrow or disposal sites:

- mandatory use of either requires a public interest finding and FHWA's Division Administrator's concurrence,
- mandatory use of either may be based on environmental consideration where the environment will be substantially enhanced without excessive additional cost, and
- where the use is based on environmental considerations, the discussion in the environmental document may be used as the basis for the public interest finding.

Factors to justify a public interest finding should include such items as cost effectiveness, system integrity, and local shortages of material.

#### C. Standard FHWA Contract Provisions - FHWA 1273

Unless expressly otherwise provided in the Bid Documents, the following "Required Contract Provisions, Federal Aid Construction Contracts", FHWA-1273, are hereby incorporated into the Bid Documents and Contract.

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### Start of FHWA 1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS (As revised through May 1, 2012)

FHWA-1273 -- Revised May 1, 2012

## **REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination

- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

## ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### **I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield

qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with



Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-

minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### **IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### **1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to

such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the

classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the

registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the

contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.



Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not

permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--  
Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.





**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR  
APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL  
ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

End of FHWA 1273



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS  
696 VIRGINIA ROAD  
CONCORD, MASSACHUSETTS 01742-2751

MAINE GENERAL PERMIT (GP)  
AUTHORIZATION LETTER AND SCREENING SUMMARY

OFFICE OF ENVIRONMENTAL SERVICES  
MAINE DEPT. OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE 04333

CORPS PERMIT # NAE-2012-02257  
CORPS PGP ID# 12-311  
STATE ID# NRPA

DESCRIPTION OF WORK:

Place fill below the ordinary high water line of the Little Androscoggin River and in adjacent freshwater wetlands at Auburn, Maine in order to replace the Auburn/Littlefield Bridge (Hotel Road). The project will result in approximately 139 s.f. of permanent wetland impact and 2,597 s.f. of permanent river bottom impact. This work is shown on the attached plans entitled "HOTEL ROAD, AUBURN, ANDROSCOGGIN COUNTY" in four sheets undated.  
DOT PIN: 19284.00

LAT/LONG COORDINATES : 43.0637004° N -70.2739416° W USGS QUAD: MINOT, ME

I. CORPS DETERMINATION:

Based on our review of the information you provided, we have determined that your project will have only minimal individual and cumulative impacts on waters and wetlands of the United States. Your work is therefore authorized by the U.S. Army Corps of Engineers under the enclosed Federal Permit, the Maine General Permit (GP). Accordingly, we do not plan to take any further action on this project.

You must perform the activity authorized herein in compliance with all the terms and conditions of the GP [including any attached Additional Conditions and any conditions placed on the State 401 Water Quality Certification including any required mitigation]. Please review the enclosed GP carefully, including the GP conditions beginning on page 5, to familiarize yourself with its contents. You are responsible for complying with all of the GP requirements; therefore you should be certain that whoever does the work fully understands all of the conditions. You may wish to discuss the conditions of this authorization with your contractor to ensure the contractor can accomplish the work in a manner that conforms to all requirements.

If you change the plans or construction methods for work within our jurisdiction, please contact us immediately to discuss modification of this authorization. This office must approve any changes before you undertake them.

Condition 41 of the GP (page 18) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the GP on October 12, 2015. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 12, 2016.

This authorization presumes the work shown on your plans noted above is in waters of the U.S. Should you desire to appeal our jurisdiction, please submit a request for an approved jurisdictional determination in writing to the undersigned.

No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. **This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.**

II. STATE ACTIONS: PENDING [ X ], ISSUED [ ], DENIED [ ] DATE \_\_\_\_\_

APPLICATION TYPE: PBR: X, TIER 1: \_\_\_\_\_, TIER 2: \_\_\_\_\_, TIER 3: X, LURC: \_\_\_\_\_, DMR LEASE: \_\_\_\_\_, NA: \_\_\_\_\_

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 10/23/12 LEVEL OF REVIEW: CATEGORY 1: \_\_\_\_\_ CATEGORY 2: X

AUTHORITY (Based on a review of plans and/or State/Federal applications): SEC 10 \_\_\_\_\_, 404 X, 10/404 \_\_\_\_\_, 103 \_\_\_\_\_

EXCLUSIONS: The exclusionary criteria identified in the general permit do not apply to this project.

FEDERAL RESOURCE AGENCY OBJECTIONS: EPA NO, USF&WS NO, NMFS NO

If you have any questions on this matter, please contact my staff at 207-623-8367 at our Manchester, Maine Project Office. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at <http://per2.nwp.usace.army.mil/survey.html>

Jay L. Clement  
JAY L. CLEMENT  
SENIOR PROJECT MANAGER  
MAINE PROJECT OFFICE

Jay L. Clement 11/28/12  
FRANK J. DEL GIUDICE  
CHIEF, PERMITS & ENFORCEMENT BRANCH  
REGULATORY DIVISION



**US Army Corps  
of Engineers**  
New England District

**PLEASE NOTE THE FOLLOWING GENERAL CONDITIONS FOR  
DEPARTMENT OF THE ARMY  
GENERAL PERMIT  
NO. NAE-2012-02257**

1. This authorization requires you to 1) notify us before beginning work so we may inspect the project, and 2) submit a Compliance Certification Form. You must complete and return the enclosed Work Start Notification Form(s) to this office at least two weeks before the anticipated starting date. You must complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work and any required mitigation (but not mitigation monitoring, which requires separate submittals).
2. The permittee shall assure that a copy of this permit is at the work site whenever work is being performed and that all personnel performing work at the site of the work authorized by this permit are fully aware of the terms and conditions of the permit. This permit, including its drawings and any appendices and other attachments, shall be made a part of any and all contracts and sub-contracts for work which affects areas of Corps of Engineers' jurisdiction at the site of the work authorized by this permit. This shall be done by including the entire permit in the specifications for the work. If the permit is issued after construction specifications but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. The term "entire permit" includes permit amendments. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions of the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps of Engineers jurisdiction.
3. Adequate sedimentation and erosion control devices, such as geotextile silt fences or other devices capable of filtering the fines involved, shall be installed and properly maintained to minimize impacts during construction. These devices must be removed upon completion of work and stabilization of disturbed areas. The sediment collected by these devices must also be removed and placed upland, in a manner that will prevent its later erosion and transport to a waterway or wetland.
4. All exposed soils resulting from the construction will be promptly seeded and mulched in order to achieve vegetative stabilization.
5. Instream work shall be conducted between July 15 and October 1 with the exception of pile driving for the temporary work platform and removal of the platform post bridge replacement.

# Section 4: Project Location Map

70.3° W

70.267° W

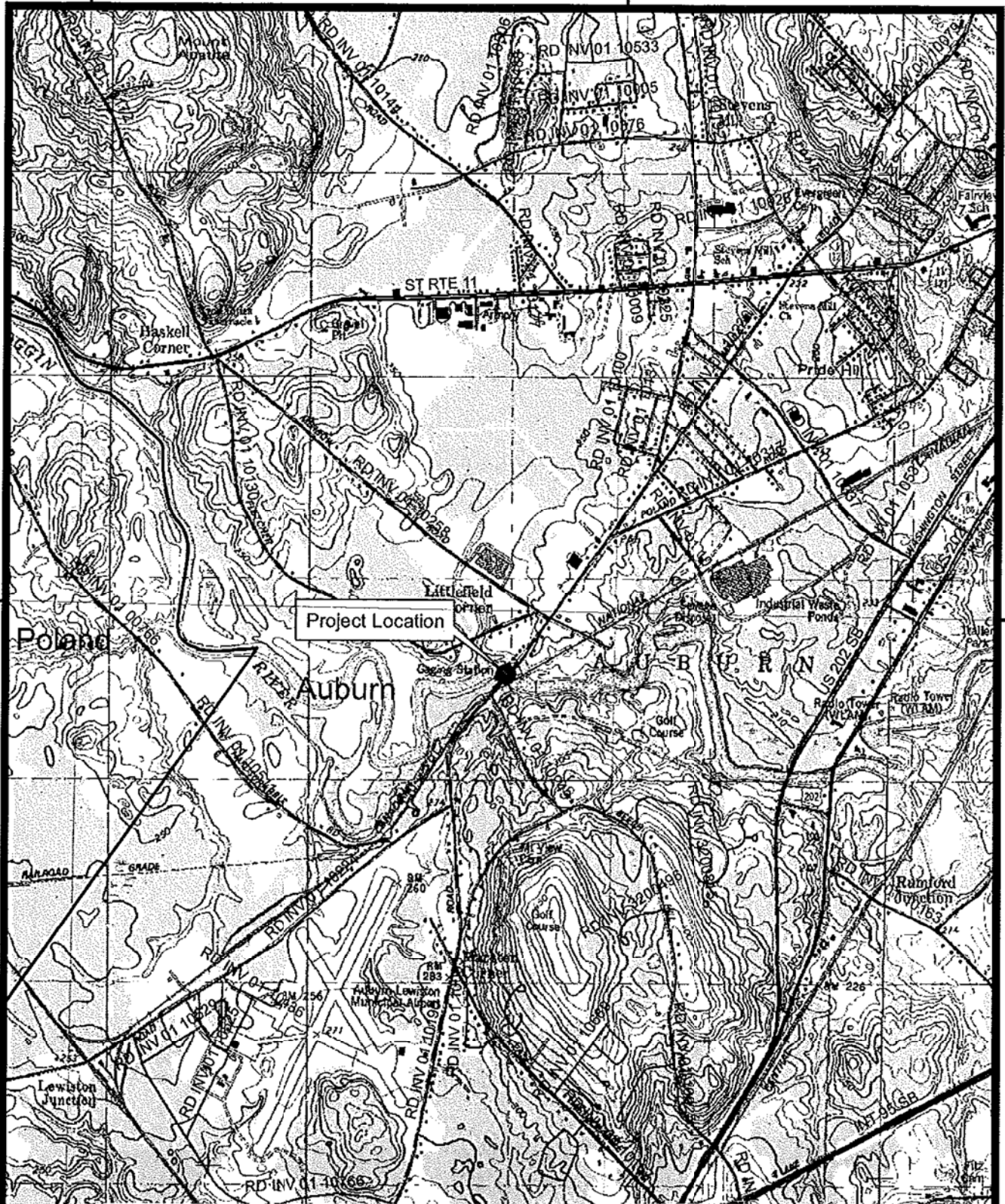
44.067° N

44.067° N

44.033° N

70.3° W

70.267° W



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

HOTEL ROAD AUBURN  
ANDROSCOGGIN COUNTY

19284.00

PLANS

0 500 1,000 2,000 3,000 4,000  
Feet

Auburn  
19284.00

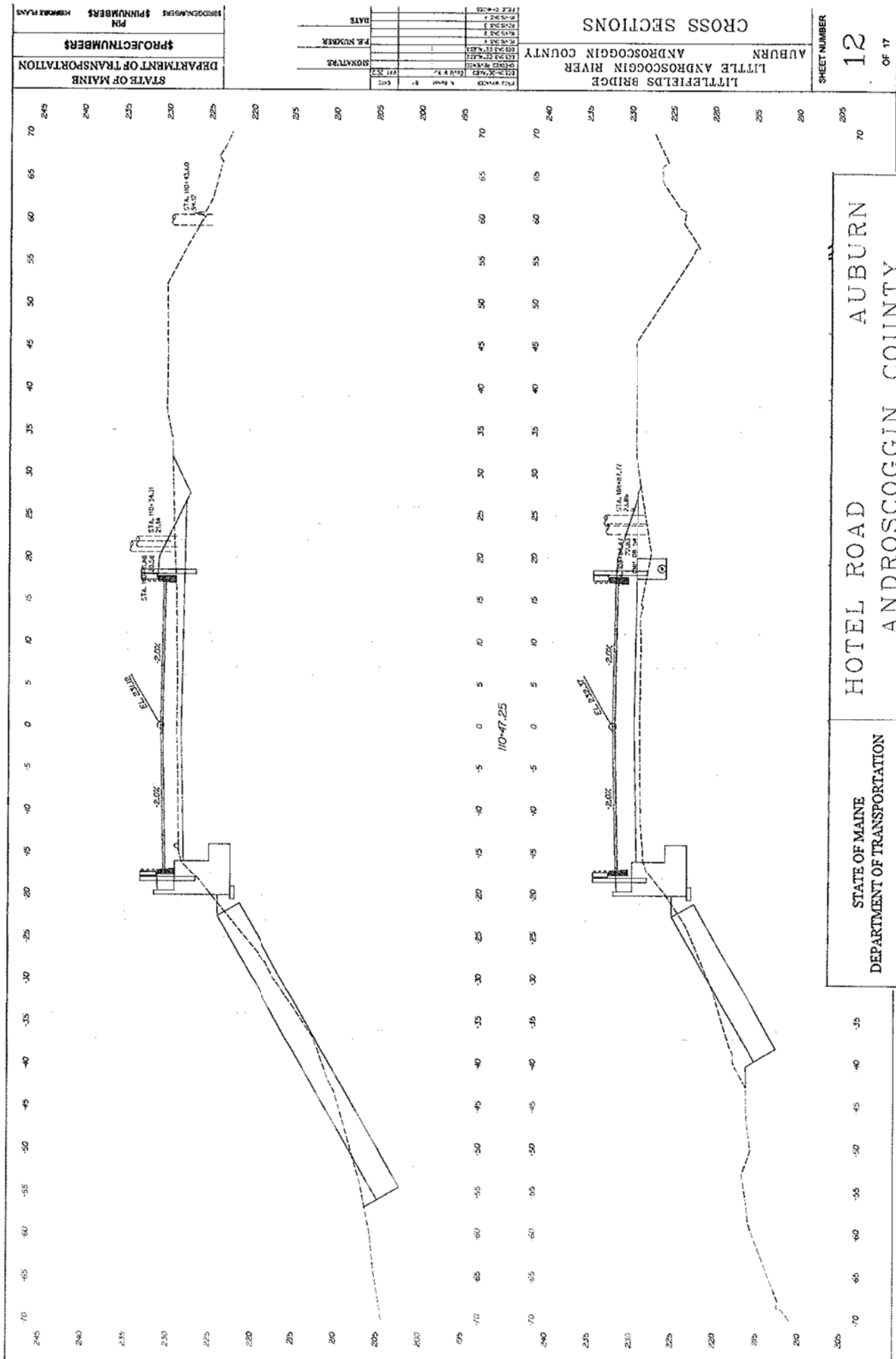
Bridge Replacement  
Hotel Road - Littlefields Bridge  
over Little Androscoggin River

348



OF 1

# Section 8: Cross-Sections



|                                                |                                                   |
|------------------------------------------------|---------------------------------------------------|
| STATE OF MAINE<br>DEPARTMENT OF TRANSPORTATION | HOTEL ROAD AUBURN<br>ANDROSCOGGIN COUNTY<br>PLANS |
| 19284.00                                       | 320                                               |

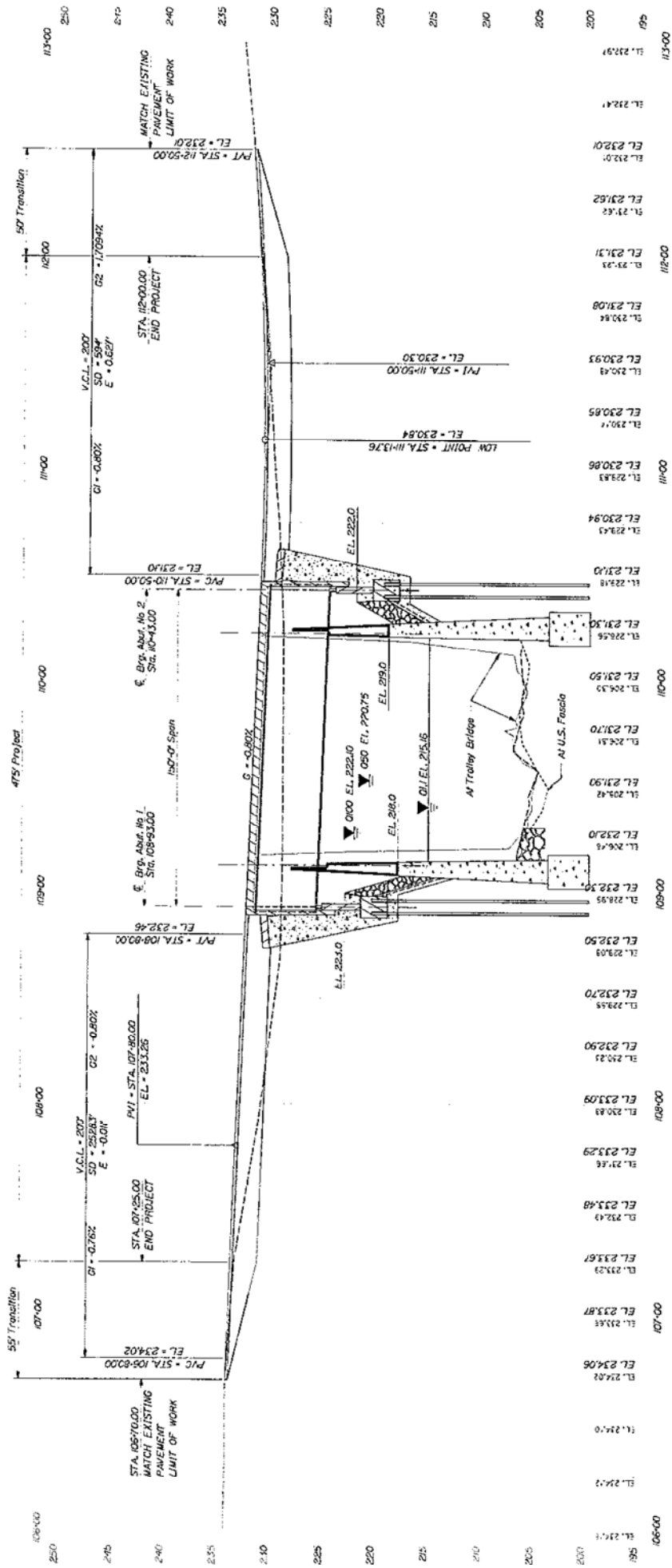
SHEET NUMBER  
 12  
 OF 17

LITTLE ANDROSCOGGIN BRIDGE  
 LITTLE ANDROSCOGGIN RIVER  
 AUBURN ANDROSCOGGIN COUNTY

| DATE | P.E. NUMBER | SIGNATURE |
|------|-------------|-----------|
|      |             |           |

| PROJECT NUMBER | PROJECT NUMBER |
|----------------|----------------|
|                |                |





|                                             |                                                |
|---------------------------------------------|------------------------------------------------|
| HOTEL ROAD<br>AUBURN<br>ANDROSCOGGIN COUNTY | STATE OF MAINE<br>DEPARTMENT OF TRANSPORTATION |
| PLANS                                       | 19284.00                                       |



**US Army Corps  
of Engineers®**  
New England District

**GENERAL PERMIT  
WORK-START NOTIFICATION FORM**  
(Minimum Notice: Two weeks before work begins)

\*\*\*\*\*  
\* MAIL TO: U.S. Army Corps of Engineers, New England District \*  
\* Permits and Enforcement Branch \*  
\* Regulatory Division \*  
\* 696 Virginia Road \*  
\* Concord, Massachusetts 01742-2751 \*  
\*\*\*\*\*

Corps of Engineers Permit No. NAE-2012-02257 was issued to the Maine Dept. of Transportation on 11/28/12. This work is located in the Little Androscoggin River and in adjacent freshwater wetlands at Auburn, Maine. The permit authorized the permittee to place fill in order to replace the Auburn/Littlefield Bridge (Hotel Road). The project will result in approximately 139 s.f. of permanent wetland impact and 2,597 s.f. of permanent river bottom impact. MaineDOT WIN 19284.00

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

**PLEASE PRINT OR TYPE**

**Name of Person/Firm:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone Numbers:** ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

**Proposed Work Dates:** Start: \_\_\_\_\_ Finish: \_\_\_\_\_

**Permittee/Agent Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date Permit Issued:** 19284.00 **Date Permit Expires:** 10/12/16

\*\*\*\*\*

**FOR USE BY THE CORPS OF ENGINEERS**

**PM:** Clement \_\_\_\_\_ **Submittals Required:** No \_\_\_\_\_

**Inspection Recommendation:** Inspect as convenient \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**US Army Corps  
of Engineers®**  
New England District

(Minimum Notice: Permittee must sign and return notification  
within one month of the completion of work.)

## COMPLIANCE CERTIFICATION FORM

**Permit Number:** NAE-2012-02257

MaineDOT WIN 19284.00

**Project Manager** Clement

**Name of Permittee:** Maine Dept. of Transportation

**Permit Issuance Date:** 11/28/12

Please sign this certification and return it to the following address upon completion of the activity and any mitigation required by the permit. You must submit this after the mitigation is complete, but not the mitigation monitoring, which requires separate submittals.

\*\*\*\*\*  
\* MAIL TO: U.S. Army Corps of Engineers, New England District \*  
\* Permits and Enforcement Branch C \*  
\* Regulatory Division \*  
\* 696 Virginia Road \*  
\* Concord, Massachusetts 01742-2751 \*  
\*\*\*\*\*

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

**I hereby certify that the work authorized by the above referenced permit was completed in accordance with the terms and conditions of the above referenced permit, and any required mitigation was completed in accordance with the permit conditions.**

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date of Work Completion

( ) \_\_\_\_\_  
Telephone Number

( ) \_\_\_\_\_  
Telephone Number

**DEPARTMENT OF THE ARMY  
GENERAL PERMIT  
STATE OF MAINE**

The New England District of the U.S. Army Corps of Engineers (Corps) hereby issues this General Permit (GP) for activities in waters of the United States (U.S.) that have no more than minimal individual, secondary, and cumulative adverse effects on the aquatic environment in waters of the U.S. within the boundaries of and off the coast of the State of Maine.

**I. GENERAL CRITERIA**

In order for activities to qualify for this GP, they must meet the GP's terms and eligibility criteria (Pages 1 – 4), general conditions (GC) (Pages 5 – 18), and Appendix A - Definition of Categories.

Under this GP, projects may qualify for the following:

- Category 1: Category 1 Notification Form required.  
(Submittal of the Category 1 Notification Form at Appendix B to the Corps is required).
- Category 2: Application required.  
(Submittal of an application to the Corps is required and written approval from the Corps must be received).

If your project is ineligible for Category 1, it may qualify for Category 2 or an Individual Permit and you must submit an application (see Page 3). The thresholds for Categories 1 and 2 are defined in Appendix A. This GP does not affect the Corps Individual Permit review process or activities exempt from Corps regulation.

**II. ACTIVITIES COVERED:**

- Work and structures that are located in, under or over any navigable water of the U.S.<sup>1</sup> that affect the course, location, condition, or capacity of such waters; or the excavating from or depositing of material in such waters. The Corps regulates this under Section 10 of the Rivers and Harbors Act of 1899);
- The discharge of dredged or fill material into waters of the U.S.<sup>2</sup>. The Corps regulates this under Section 404 of the Clean Water Act (CWA).<sup>3</sup>
- The transportation of dredged material for the purpose of disposal in the ocean. The Corps regulates this under Section 103 of the Marine Protection, Research and Sanctuaries Act.

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<sup>1</sup> Defined at 33 CFR 329 and Appendix A, Page 4.

<sup>2</sup> Defined at 33 CFR 328

<sup>3</sup> When there is a regulated discharge of dredged or fill material into waters of the U.S., the Corps will also consider secondary impacts, which are defined at Appendix A, Endnote/Definition 2.

### III. PROCEDURES:

#### 1. State Approvals

Applicants are responsible for applying for and obtaining any of the required state or local approvals (see GC 1, Page 5). Federal and state jurisdictions may differ in some instances. State permits may be required for specific projects regardless of the general permit category.

In order for authorizations under this GP to be valid, when any of the following state approvals or statutorily-required reviews is also required, the approvals must be obtained prior to the commencement of work in Corps jurisdiction.

- Maine Department of Environmental Protection (DEP): Natural Resources Protection Act (NRPA) permit, including permit-by-rule and general permit authorizations; Site Location of Development Act permit; and Maine Waterway Development and Conservation Act permit.
- Maine Department of Conservation: Land Use Regulation Commission (LURC) permit.
- Maine Department of Marine Resources: Aquaculture Leases.
- Maine Department of Conservation, Bureau of Parks and Lands, Submerged Lands: Lease

NOTE: This GP may authorize projects that are not regulated by the State of Maine (e.g., seasonal floats or moorings).

#### 2. Corps Authorizations

##### a. Category 1 (Submission of Category 1 Notification Form required)

##### Eligibility Criteria

Activities in Maine that:

- Are subject to Corps jurisdiction (see GC 2, Page 5),
- Meet the terms and eligibility criteria of this GP (Pages 1 - 4),
- Meet all GCs of this GP (Pages 5 – 18), and
- Meet the definition of Category 1 in Appendix A - Definition of Categories,

##### **may proceed without application to the Corps provided:**

- The Category 1 Notification Form (Appendix B) is submitted to the Corps before starting the work authorized by this GP.

Consultation with the Corps and/or outside experts may be necessary to ensure compliance with this GP's general conditions (starting on Page 5) and related federal laws such as the National Historic Preservation Act, the Endangered Species Act (ESA), and the Wild and Scenic Rivers Act. For example, experts on historic resources may include the agencies and tribes referenced in GC 8, while experts on endangered species include the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS). Project proponents are encouraged to contact the Corps with Category 1 eligibility questions.

Work that is not regulated by the State of Maine, but is subject to Corps jurisdiction, is eligible for Category 1 authorization under this GP. The Maine DEP and LURC have waived WQC for projects authorized under Categories 1 and 2 of this GP. The state has concurred with the determination that projects authorized under Categories 1 and 2 of this GP are consistent with the enforceable policies of the Maine CZM Program.

**b. Category 2 (Application to and written approval from the Corps required)**

**Eligibility Criteria**

Activities in Maine that:

- Are subject to Corps jurisdiction (see GC 2, Page 5),
- Meet the terms of this GP (Pages 1 - 4),
- Meet all GCs of this GP (Pages 5 - 18),
- Meet the definition of Category 2 in Appendix A - Definition of Categories,

**require an application to and written approval from the Corps.** The Corps will coordinate review of Category 2 activities with federal and state agencies, as appropriate. To be eligible and subsequently authorized, an activity must result in no more than minimal impacts to the aquatic environment as determined by the Corps based on comments from the review team and the criteria listed above. This may require project modifications involving avoidance, minimization or compensatory mitigation for unavoidable impacts to ensure the net effects of a project are minimal. Compensatory mitigation for waterway/wetland impacts may take the form of wetland preservation, restoration, enhancement, creation, and/or “in-lieu fee” for inclusion into the Natural Resources Mitigation Fund. See [www.nae.usace.army.mil/reg](http://www.nae.usace.army.mil/reg), “Mitigation” and then “Maine” for more information.

Work that is not regulated by the State of Maine, but is subject to Corps jurisdiction, is eligible for Category 2 authorization under this GP. The Maine DEP and LURC have waived WQC for projects authorized under Categories 1 and 2 of this GP. The state has concurred with the determination that projects authorized under Categories 1 and 2 of this GP are consistent with the enforceable policies of the Maine CZM Program.

**3. Applying for a Permit**

All applicants for Category 2 projects must:

- a.** Apply directly to the Corps using the state application form or the Corps application form (ENG Form 4345<sup>1</sup>), and apply directly to the state (DEP, LURC, BPL or DMR) as applicable using the appropriate state form, if the work is regulated by the Corps and the state.
- b.** Apply directly to the Corps using the Corps application form (ENG Form 4345<sup>1</sup>) if the work is regulated by the Corps but not the state (DEP, LURC, BPL or DMR).
- c.** Provide application information (see “Information Typically Required” in Appendix C) to help ensure the application is complete and to speed project review.
- d.** Submit a copy of their application materials to the Maine Historic Preservation Commission (MHPC) and the five Indian tribes listed at Appendix D, at the same time, or before, they apply to the state (DEP or LURC) or the Corps, to be reviewed for the presence of historic, archaeological or tribal resources in the permit area that the proposed work may affect. Submittals to the DEP or Corps shall include information to indicate that this has been done (a copy of the applicant’s cover letter to MHPC and tribes or a copy of the MHPC and tribal response letters is acceptable).

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<sup>1</sup> Located at [www.nae.usace.army.mil/reg](http://www.nae.usace.army.mil/reg) under “Forms.”

#### **4. Review Procedures**

The Corps will coordinate review of all Category 2 activities with federal and state agencies, as appropriate, to ensure that the work will result in no more than a minimal impact to the aquatic environment. Applicants are responsible for applying for the appropriate state and local approvals listed on Page 2.

**Emergency Procedures:** 33 CFR 325.2(e)4 states that an “emergency” is a situation which would result in an unacceptable hazard to life, a significant loss of property, or an immediate, unforeseen, and significant economic hardship if corrective action requiring a permit is not undertaken within a time period less than the normal time needed to process the application under standard procedures.” The Corps will work with all applicable agencies to expedite authorization according to established procedures in emergency situations.

**Individual Permit Procedures:** Proponents of work that does not meet the terms and general conditions of this GP must submit the Corps application form and the appropriate application materials to the Corps at the earliest possible date in order to expedite the Individual Permit review process. General information and application forms can be obtained at our website or by calling us (see Appendix D). Individual WQC and CZM consistency concurrence are required when applicable from the State of Maine before Corps permit issuance. The Corps encourages applicants to concurrently apply for a Corps Individual Permit and state permits.

#### **5. Approval Process**

Applicants for Category 2 activities may not proceed with work in Corps jurisdiction until written authorization is received from the Corps. If the Corps determines that the Category 2 activity is eligible for the GP, the Corps will send an authorization letter directly to the applicant. The Corps will attempt to issue a written eligibility determination within the state’s review period. If the Corps determines that the activity is not eligible under the GP or that additional information is required, the Corps will notify the applicant in writing and send a copy to the DEP or LURC. Applicants are responsible for obtaining all applicable approvals listed on Page 2 from the appropriate state and local agencies before commencing work in Corps jurisdiction.

## V. GENERAL PERMIT CONDITIONS:

The following conditions apply to activities authorized under this Maine GP, unless otherwise specified, including all Category 1 (notification required) and Category 2 (application required) activities:

**1. Other Permits.** Authorization under this GP does not obviate the need to obtain other federal, state, or local authorizations required by law. This includes, but is not limited to, the project proponent obtaining a Flood Hazard Development Permit issued by the town, if necessary. Inquiries may be directed to the municipality or to the Maine Floodplain Management Coordinator at (207) 287-8063. See [www.maine.gov/spo/flood](http://www.maine.gov/spo/flood).

### **2. Federal Jurisdictional Boundaries.**

**(a)** Applicability of this GP shall be evaluated with reference to federal jurisdictional boundaries. Applicants are responsible for ensuring that the boundaries used satisfy the federal criteria defined at 33 CFR 328 “Waters of the U.S.” and 33 CFR 329 “Navigable Waters of the U.S.”

Note: Waters of the U.S. include the subcategories “navigable waters of the U.S.” and “wetlands.”

**(b)** For Category 1 projects, proponents are not required to delineate the waters of the U.S. that they plan to impact, but must approximate the square footage of impacts in order to determine the review category (1 or 2 or Individual Permit). For projects filling <15,000 SF of waters of the U.S. that do not qualify for Category 1 (e.g., vernal pool, secondary or endangered species impacts, etc.) and therefore require an application to the Corps, and for those filling ≥15,000 SF, applicants shall delineate all waters of the U.S. that will be filled (direct impacts) in accordance with the Corps of Engineers Wetlands Delineation Manual and the most recent regional supplements (see Appendix E). In addition, applicants shall approximately identify all waters of the U.S. on the property and known waters adjacent to the property in order for the Corps to evaluate secondary impacts. The waters of the U.S. shall be clearly shown on the project plans submitted with the application. This includes all waters of the U.S. in areas under DEP or LURC jurisdiction regardless of whether they’re shown on LURC zoning maps.

**(c)** On a case-by-case basis, the Corps may modify/refine the above delineation and identification requirements for waters of the U.S.

### **3. Minimal Direct, Secondary and Cumulative Impacts.**

**(a)** Projects authorized by this GP shall have no more than minimal direct, secondary and cumulative adverse environmental impacts. Category 2 applicants should provide information on secondary and cumulative impacts as stated in Appendix C. Compensatory mitigation may be required to offset unavoidable impacts (see GC 16) and to ensure that they are no more than minimal. Compensatory mitigation requirements will be determined on a case-by-case basis.

**(b)** Secondary impacts to waterway and/or wetland areas, (e.g., areas drained, flooded, cleared, excavated or fragmented) shall be added to the total fill area when determining whether the project qualifies for Category 1 or 2. Direct, secondary and cumulative impacts are defined at Appendix A, Endnote 2.

**(c)** Site clearing, grading and construction activities in the upland habitat surrounding vernal pools (“Vernal Pool Management Areas”) are secondary impacts. See GC 28 for avoidance and minimization requirements and recommendations.

**4. Discretionary Authority.** Notwithstanding compliance with the terms and conditions of this permit, the Corps retains discretionary authority to require Category 2 or Individual Permit review based on concerns for the aquatic environment or for any other factor of the public interest [33 CFR



320.4(a)]. This authority is invoked on a case-by-case basis whenever the Corps determines that the potential consequences of the proposal warrant a higher level of review based on the concerns stated above. This authority may be invoked for projects that may contribute to cumulative environmental impacts that are more than minimal or if there is a special resource or concern associated with a particular project that is not already covered by the remaining conditions of the GP and that warrants greater review. Whenever the Corps notifies an applicant that an Individual Permit may be required, the project is not authorized under this GP and no work may be conducted until an Individual Permit is obtained or until the Corps notifies the applicant that further review has demonstrated that the work may proceed under this GP.

## **5. Single and Complete Projects.**

**(a)** This GP shall not be used to piecemeal work and shall be applied to single and complete projects<sup>1</sup>. When determining the review category in Appendix A (Category 1 or 2) for a single and complete project, proponents must include any permanent historic fill placed since October 1995 that is associated with that project and all currently proposed temporary and permanent impact areas.

**(b)** A single and complete project must have independent utility<sup>1</sup>.

**(c)** Unless the Corps determines the activity has independent utility<sup>1</sup>:

**i.** This GP shall not be used for any activity that is part of an overall project for which an Individual Permit is required,

**ii.** All components of a single project and/or all planned phases of a multi-phased project (e.g., subdivisions should include all work such as roads, utilities, and lot development) shall be treated together as constituting one single and complete project<sup>1</sup>.

**(d)** For linear projects, such as power lines or pipelines with multiple crossings, the single and complete project<sup>1</sup> is all crossings of a single water of the U.S. (i.e., single waterbody) at a specific location. For linear projects crossing a single waterbody several times at separate and distant locations, each crossing is considered a single and complete project. However, individual channels in a braided stream or river, or individual arms of a large, irregularly-shaped wetland or lake, etc., are not separate waterbodies and crossings of such features cannot be considered separately. If any crossing requires a Category 2 activity, then the entire linear project shall be reviewed as one project under Category 2.

**6. Permit On-Site.** For Category 2 projects, the permittee shall ensure that a copy of this GP and the accompanying authorization letter are at the work site (and the project office) authorized by this GP whenever work is being performed, and that all personnel with operation control of the site ensure that all appropriate personnel performing work are fully aware of its terms and conditions. The entire permit authorization shall be made a part of any and all contracts and sub-contracts for work that affects areas of Corps jurisdiction at the site of the work authorized by this GP. This shall be achieved by including the entire permit authorization in the specifications for work. The term “entire permit authorization” means this GP and the authorization letter (including its drawings, plans, appendices and other attachments) and also includes permit modifications. If the authorization letter is issued after the construction specifications, but before receipt of bids or quotes, the entire permit authorization shall be included as an addendum to the specifications. If the authorization letter is issued after receipt of bids or quotes, the entire permit authorization shall be included in the contract or sub-contract. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions contained within the entire GP authorization, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps jurisdiction.

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<sup>1</sup> Single and Complete Project and Independent Utility are defined at Appendix E.

**7. St. John/St. Croix Rivers.** Work within the Saint John and Saint Croix River basins that requires approval of the International Joint Commission is not eligible for Category 1 and an application to the Corps is required if any temporary or permanent use, obstruction or diversion of international boundary waters could affect the natural flow or levels of waters on the Canadian side of the line; or if any construction or maintenance of remedial works, protective works, dams, or other obstructions in waters downstream from boundary waters could raise the natural level of water on the Canadian side of the boundary.

**8. Historic Properties.** No activity otherwise authorized by this GP shall result in effects (as that term is defined at 36 C.F.R. § 800.16(i)) on properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties, unless and until the Corps or another federal agency has satisfied the consultation requirements of Section 106 of the National Historic Preservation Act. Work is not eligible for Category 1 and an application to the Corps is required if the activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. Work is eligible for Category 1 if a no effect or no adverse effect determination has been made for that work by another federal action agency in its Section 106 consultation with the Maine Historic Preservation Commission (MHPC) and the five federally recognized Indian tribes listed at Appendix D. Information on the location and existence of known historic resources can be obtained from the MHPC, the National Register of Historic Places, and the five tribes listed in Appendix D. Historic properties include those that are eligible for inclusion, but not necessarily listed on the National Register. If the permittee, either prior to construction or during construction of the work authorized herein, encounters a previously unidentified archaeological or other cultural resource within the area subject to Corps jurisdiction that might be eligible for listing in the National Register of Historic Places, he/she shall stop work and immediately notify the Corps and the MHPC and/or applicable tribe(s).

**9. National Lands.** None of the following work is eligible as a Category 1 project:

**(a)** Activities that impinge upon the value of any National Wildlife Refuge, National Forest, National Marine Sanctuary, National Park or any other area administered by the National Park Service, U.S. Fish and Wildlife Service (USFWS) or U.S. Forest Service.

**(b)** Work on Corps properties and Corps-controlled easements. Contact the Corps, Real Estate Division (978) 318-8585 to initiate reviews about both Corps holdings and permit requirements.

**(c)** Any proposed temporary or permanent modification or use of a federal project (including but not limited to a levee, dike, floodwall, channel, sea wall, bulkhead, jetty, wharf, pier, or other work built but not necessarily owned by the United States), which would obstruct or impair the usefulness of the federal project in any manner, and/or would involve changes to the authorized federal project's scope, purpose, and/or functioning that go beyond minor modifications required for normal operation and maintenance (requires review and approval by the Corps pursuant to 33 USC 408). Federal projects in Maine as of October 2010 are shown at Appendix F. This map may not be inclusive of all projects.

**10. Endangered Species.**

**(a)** No activity may be authorized under Category 1 of this GP which:

**i.** "May affect" a threatened or endangered species, a species proposed for listing as threatened or endangered, or designated or proposed critical habitat (all herein referred to as "listed species or habitat") as identified under the federal Endangered Species Act (ESA) (unless specified in a programmatic agreement with NMFS or USFWS),

ii. Results in a “take” of any federally-listed threatened or endangered species of fish or wildlife, or  
iii. Results in any other violation of Section 9 of the ESA protecting threatened or endangered species of plants.

**(b)** Work in Inland Waters and Wetlands<sup>1</sup> and the non-tidal portions of Navigable Waters<sup>2</sup> (e.g., the Penobscot River, Kennebec River) is not eligible for Category 1 if:

i. The project action area occurs within a watershed occupied by listed Atlantic salmon or shortnose sturgeon. Project proponents must check the site in Footnote 3 below.

ii. In areas outside these watersheds contact the USFWS (see Appendix D, Page 1 for contact information) to check for the presence of other listed species.

**(c)** Work in the tidal portions of Navigable Waters may be eligible for Category 1. Reference Appendix A, II. Navigable Waters, Pages 4 – 9, and the other terms and general conditions (GC 11 is particularly relevant) of this GP to determine Category 1 eligibility. Project proponents must contact the USFWS (see Appendix D, Page 1 for contact information) to ensure that work in all tidal portions of Navigable Waters<sup>2</sup> is not in critical habitat or areas occupied by listed species other than Atlantic salmon or shortnose sturgeon.

**(d)** Although some work is excluded from Category 1 as stated in (b) and (c) above, work may qualify for Category 1 if a no effect determination has been made for that work by a federal action agency such as the Corps.

**(e)** Proponents must submit an application to the Corps if any of the activities in 10(a)-10(c) that do not qualify for Category 1 may occur and provide information on federally-listed species or habitat to allow the Corps to conduct any required consultation under Section 7 of the ESA.

**(f)** The Corps review may consider species listed as endangered and threatened pursuant to Maine state law.

**11. Essential Fish Habitat.** Any work in the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration, shall not be authorized under Category 1 of the GP and must be screened for potential impacts to EFH (see Appendix E for more information).

|                    |                    |                 |                         |
|--------------------|--------------------|-----------------|-------------------------|
| Androscoggin River | Aroostook River    | Boyden River    | Dennys River            |
| Ducktrap River     | East Machias River | Hobart Stream   | Kennebec River          |
| Machias River      | Narraguagus River  | Orland River    | Passagassawaukeag River |
| Patten Stream      | Penobscot River    | Pleasant River  | Presumpscot River       |
| Saco River         | Sheepscot River    | St. Croix River | Tunk Stream             |
|                    |                    |                 | Union River             |

The above does not apply to the following activities which may qualify for Category 1 work:

- Exploratory drilling and borings for bridges.
- Moorings (see Appendix A, Page 6 for Category 1 thresholds and requirements)
- Structures and floats (see Appendix A, Page 7 for Category 1 thresholds and requirements)
- Other activities specified in a programmatic agreement with NMFS.

<sup>1</sup> See Appendix A, Page 1 for definition.

<sup>2</sup> See Appendix A, Page 4 for definition.

<sup>3</sup> For areas considered occupied by listed Atlantic salmon and/or shortnose sturgeon in Inland Waters and Wetlands, and in Navigable Waters, see: [www.nero.noaa.gov/prot\\_res/altssalmon/dpsmaps.html](http://www.nero.noaa.gov/prot_res/altssalmon/dpsmaps.html). Tidal portions of navigable waters occupied by listed Atlantic salmon are more specifically described as those waters from the Kennebec River to its mouth at Merrymeeting Bay, northeast to the Dennys River, including the Androscoggin River upstream to the Brunswick Dam, and other streams northeast of this line to the limit of their tidal reaches.

**12. Wild and Scenic Rivers.** Any activity that occurs in the designated main stem of, within 0.25 mile up or downstream of the designated main stem of, or in tributaries within .25 miles of the designated main stem of a National Wild and Scenic River, or in “bordering and contiguous wetlands” (see Appendix A, Endnote 1) that are adjacent to the designated main stem of a National Wild and Scenic River, or that has the potential to alter flows within a river within the National Wild and Scenic River System, is not eligible for Category 1 regardless of size of the impacts. This condition applies to both designated Wild and Scenic Rivers and rivers officially designated by Congress as study rivers for possible inclusion while such rivers are in an official study status. National Wild and Scenic Rivers System segments for Maine as of October 2010 include: Allagash River beginning at Telos Dam continuing to Allagash checkpoint at Eliza Hole Rapids, approximately 3 miles upstream of the confluence with the St. John River (length = 92 miles).

**13. Federal Navigation Project.** Any structure or work that extends closer to the horizontal limits of any Corps Federal Navigation Project (see Appendix F) than a distance of three times the project’s authorized depth shall be subject to removal at the owner’s expense prior to any future Corps dredging or the performance of periodic hydrographic surveys. This is applicable to Category 1 and 2. Reference Appendix A, Page 6 (Moorings) and Page 7 (Structure and Floats).

**14. Navigation.**

**(a)** There shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein and no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized herein.

**(b)** The permittee understands and agrees that, if future U.S. operations require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the U.S. No claim shall be made against the U.S. on account of any such removal or alteration.

**15. Federal Liability.** In issuing this permit, the Federal Government does not assume any liability for the following: (a) damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes; (b) damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the U.S. in the public interest; (c) damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit; (d) design or construction deficiencies associated with the permitted work; (e) damage claims associated with any future modification, suspension, or revocation of this permit.

**16. Avoidance, Minimization and Compensatory Mitigation.**

Discharges of dredged or fill material into waters of the U.S., including wetlands, shall be avoided and minimized to the maximum extent practicable through consideration of alternatives. The Corps may require compensatory mitigation of unavoidable direct and secondary impacts associated with Category 2 projects on a case-by-case basis (see Appendix E).

**17. Heavy Equipment in Wetlands.** Operating heavy equipment other than fixed equipment (drill rigs, fixed cranes, etc.) within wetlands shall be minimized, and such equipment shall not be stored, maintained or repaired in wetlands, to the maximum extent practicable. Where construction requires heavy equipment operation in wetlands, the equipment shall either have low ground pressure

(typically <3 psi), or it shall be placed on swamp/construction/timber mats (herein referred to as “construction mats” and defined at Appendix A, Endnote 4) that are adequate to support the equipment in such a way as to minimize disturbance of wetland soil and vegetation. Construction mats are to be placed in the wetland from the upland or from equipment positioned on swamp mats if working within a wetland. Dragging construction mats into position is prohibited. Other support structures that are capable of safely supporting equipment may be used with written Corps authorization (Category 2 authorization or Individual Permit). Similarly, the permittee may request written authorization from the Corps to waive use of mats during frozen, dry or other conditions. An adequate supply of spill containment equipment shall be maintained on site.

#### **18. Temporary Fill.**

Temporary fill that qualifies for Category 1 (e.g., <15,000 SF of combined temporary and permanent fill associated with the single and complete project) or is authorized in writing under Category 2, shall adhere to the following:

- (a)** All temporary fill shall be stabilized to prevent its eroding into portions of waters of the U.S., including wetlands, where it is not authorized.
- (b)** Unconfined temporary fill authorized for discharge into waters of the U.S., including wetlands, shall consist of material that minimizes impacts to water quality (e.g. sandbags, clean gravel, stone, aggregate, etc.).
- (c)** Temporary fill authorized for discharge into wetlands should be placed on geotextile fabric or other material (e.g., straw) laid on the pre-construction wetland grade where practicable to minimize impacts.
- (d)** Temporary fill shall be removed as soon as it is no longer needed, disposed of at an upland site, and suitably contained to prevent subsequent erosion into waters of the U.S, including wetlands.

To qualify for Category 1, temporary fill placed during the:

- i.** Growing season must be removed before the beginning of the next growing season.
  - ii.** Non-growing season may remain throughout the following growing season, but must be removed before the beginning of the next growing season.
- (e)** Waters of the U.S., including wetlands, where temporary fill was discharged shall be restored (see GC 19).
  - (f)** Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must be placed in a manner that will not be eroded by expected high flows (see GC 21).
  - (g)** Construction mats and corduroy roads (see GC 17 above) are considered as temporary fill when they are removed immediately upon work completion. The area must be restored (see GC 19).

#### **19. Work Site Restoration.**

- (a)** Wetland areas where permanent disturbance is not authorized shall be restored to their original condition and elevation, which under no circumstances shall be higher than the pre-construction elevation. Original condition means careful protection and/or removal of existing soil and vegetation, and replacement back to the original location such that the original soil layering and vegetation schemes are approximately the same, unless otherwise authorized.
- (b)** Upon completion of construction, all disturbed wetland areas (the disturbance of these areas must be authorized) shall be properly stabilized. Any seed mix shall contain only plant species native to New England and shall not contain any species listed in the “Invasive and Other Unacceptable Plant Species” Appendix in the “New England District Compensatory Mitigation Guidance” (see Appendix E, Paragraph 6). This list may be updated periodically.
- (c)** In areas of authorized temporary disturbance, if trees are cut they shall be cut at ground level and

not uprooted in order to prevent disruption to the wetland soil structure and to allow stump sprouts to revegetate the work area, unless otherwise authorized.

## **20. Bank Stabilization.**

**(a)** Projects involving construction or reconstruction/maintenance of bank stabilization structures within Corps jurisdiction shall be designed to minimize environmental effects, effects to neighboring properties, scour, etc. to the maximum extent practicable.

**(b)** Project proponents must design and construct bank stabilization projects using this sequential minimization process: avoidance of aquatic resource impacts, diversion of overland flow, vegetative stabilization, stone-sloped surfaces, and walls/bulkheads. Vertical walls/bulkheads shall only be used in situations where reflected wave energy can be tolerated. Refer to Appendix E for design guidance.

**(c)** Inland Water bank stabilization activities necessary for erosion prevention must meet all of the following criteria: **(i)** No material is placed in excess of the minimum needed for erosion protection; **(ii)** The activity is no more than 500 feet in length along the bank; **(iii)** The activity will not exceed an average of one cubic yard per running foot placed along the bank below the plane of the ordinary high water mark; **(iv)** Structures angled steeper than 1H:1V and any material other than angular or subangular stone or fiber roll revetments require at least a Category 2 review. **(v)** The activity does not involve discharges of dredged or fill material into special aquatic sites; **(vi)** No material is of the type, or is placed in any location, or in any manner, to impair surface water flow into or out of any water of the U.S.; **(vii)** No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored trees and treetops may be used in low energy areas); and, **(viii)** The activity is not a stream channelization activity.

**(d)** Navigable Water bank stabilization activities are provided at Appendix A, Page 4.

## **21. Sedimentation and Erosion Control.**

**(a)** Adequate sedimentation and erosion control management measures, practices and devices, such as phased construction, installation of sediment control barriers (i.e. silt fence, vegetated filter strips, geotextile silt fences, erosion control mixes, hay bales or other devices) downhill of all exposed areas, retention of existing vegetated buffers, application of temporary mulching during construction, and permanent seeding and stabilization shall be installed and properly maintained to reduce erosion and retain sediment on-site during and after construction. They shall be capable of preventing erosion, of collecting sediment, suspended and floating materials, and of filtering fine sediment.

**(b)** Temporary sediment control barriers shall be removed upon completion of work, but not until all disturbed areas are permanently stabilized. The sediment collected by these sediment barriers shall be removed and placed at an upland location and stabilized to prevent its later erosion into a waterway or wetland.

**(c)** All exposed soil and other fills shall be permanently stabilized at the earliest practicable date (see GC 19).

## 22. Stream Work and Crossings<sup>1</sup>.

### Notes:

**(a)** GC 22(a) and (b) apply to Inland Waters and Wetlands (see Appendix A, Page 1 for definition) and Navigable Waters (see Appendix A, Page 4 for definition). GC 22(c)-(l) only apply to Inland Waters and Wetlands that are streams. All new and replacement crossings in Navigable Waters require an application to the Corps and at least a Category 2 review.

**(b)** In-stream work in a watershed occupied by listed Atlantic salmon or shortnose sturgeon [see GC 10(b)] and some stream work such as crossings on EFH waters (see GC 11) is not eligible for Category 1.

**(c)** “High-Quality Stream Segments” are shown at [www.maine.gov/dep/gis/datamaps](http://www.maine.gov/dep/gis/datamaps) and may be useful in evaluating impacts to fisheries. GIS shape files are under “Other Google Earth Interactive Maps” and PDFs by county are under “DEP GIS Maps.” See Appendix E, 8(b) for more information.

### Conditions:

**(a)** All permanent crossings of rivers, streams, brooks, etc. (hereon referred to as “streams”) shall be suitably culverted, bridged, or otherwise designed to **i)** withstand and to prevent the restriction of high flows to qualify for Category 1, and **ii)** not obstruct the movement of or not substantially disrupt the necessary life-cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, beyond the actual duration of construction unless the activity’s primary purpose is to impound water to qualify for Category 1 or 2. (NOTE: Areas of fill and/or cofferdams must be included in total waterway/wetlands impacts to determine applicability of this GP).

**(b)** Any work that temporarily or permanently impacts upstream or downstream flood conditions, or permanently impacts wetlands in excess of Category 1 thresholds, must be reviewed at least under Category 2. See the documents referenced in Appendix E, 8(c) and (d) for guidance.

**(c)** New Stream Crossings. For new stream crossings to qualify for Category 1:

**i.** Must ensure compliance with GC 22(a) and GC 22(b) above.

**ii.** Shall be designed and constructed in accordance with the Corps General Stream Crossing Standards provided on Page 14 and the stream simulation document listed at Appendix E, 8(a).

**(d)** Replacement Stream Crossings. For replacement stream crossings to qualify for Category 1:

**i.** Must ensure compliance with GC 22(a) and GC 22(b) above.

**ii.** Shall be designed and constructed in accordance with the Corps General Stream Crossing Standards provided on Page 14 and the stream simulation document listed at Appendix E, 8(a).

**(e)** Culvert Extensions. Culvert extensions on culverts that do not meet the Corps General Stream Crossing Standards do not qualify for Category 1 and require an application to the Corps at least as a Category 2 project.

**(f)** Temporary Stream Crossings.

Note: The General Stream Crossing Standards don’t apply to temporary stream crossings.

**i.** Temporary stream crossings or cofferdams shall be used for equipment access across streams [see Appendix E, 8(e)]. Note: Areas of fill and/or cofferdams must be included in total waterway/wetlands impacts to determine the review category in Appendix A.

**ii.** Temporary stream crossings shall be removed within 180 days to qualify for Category 1.

**iii.** Temporary stream crossings that are not spans<sup>2</sup> (typically culverts) must be designed in accordance with 1-6 below to qualify for Category 1. Category 2 applications should include information demonstrating 2-6 below:

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<sup>1</sup> This condition does not apply to non-tidal drainage systems and irrigation ditches excavated on dry land.

<sup>2</sup> For the purposes of this GP, spans are bridges, three-sided box culverts, open-bottom culverts or arches that span the stream with footings landward of bankfull width.

1. Installed and removed during the low flow period specified in GC 22(l) below.
2. Placed on geotextile fabric or other material where practicable to ensure restoration to the original grade. Soil may not be used to construct or stabilize these structures and rock must be large enough to allow for easy removal without disrupting the streambed.
3. Designed and maintained to withstand and pass high flows. Water height should be no higher than the top of the culvert's inlet. A minimum culvert diameter of two feet is required to pass debris. Culverts must be aligned to prevent bank erosion or streambed scour.
4. Equipped with energy dissipating devices installed downstream if necessary to prevent scour.
5. Designed and maintained to prevent soil from entering the waterbody.
6. Removed upon the completion of work. Impacts to the streambed or banks requires restoration to their original condition using stream simulation methods<sup>1</sup>.

**(g) Slip Lining.** Work using slip lining (retrofitting an existing culvert by inserting a smaller diameter pipe), invert lining, or resulting in decreased diameter, do not qualify for Category 1, either as new work or maintenance activities.

**(h) Work in Flowing Waters.** To qualify for Category 1, no unconfined fill [see GC 18(b)] or excavation in flowing waters is allowed. To accomplish this:

i. Bank stabilization work below ordinary high water (OHW) shall utilize erosion controls such as inflatable cofferdams, jersey barrier, silt screen, turbidity curtain, etc. where practicable to prevent sediment input to the stream and to minimize turbidity and sedimentation impacts for sensitive life stages. Bank stabilization above OHW must utilize erosion controls.

ii. Management techniques such as temporary flume pipes, culverts, cofferdams, etc. must be used to maintain normal flows within the stream boundary's confines, or water diversions may be used immediately up and downstream of the work footprint (see Appendix A, Endnote 6) or work must be performed in the dry under no flow conditions, or under very low flow conditions following the practices in GC 22(a).

**(i) Minimization.** In order to make the Category 2 review process more efficient and result in a faster decision, new and replacement stream crossings should be designed using the least intrusive and environmentally damaging method following this sequential minimization process: 1) spans with no stream impacts, 2) spans with stream impacts, and 3) embedded culverts with stream simulation or low-slope design.

**(j) Maintenance Requirements.** The permittee shall maintain the work authorized herein in good condition and in conformance with the terms and general conditions of this permit to facilitate aquatic life passage as stated in GC 22(a). Culverts that develop "hanging" inlets or outlets, result in bed washout, or a stream that doesn't match the characteristics of the substrate in the natural stream channel such as mobility, slope, stability confinement will require maintenance or repair to comply with this GC. This does not apply to GC 22(f) above.

**(k) Maintenance and Replacement Information.** An existing stream crossing must be authorized and in compliance with all conditions of its authorization(s) to qualify for maintenance not subject to regulation. See Appendix A, Endnote 7. A non-serviceable crossing is not eligible for maintenance and is therefore considered as a replacement crossing [see 22(d)].

**(l) Work Window.** For projects that otherwise meet the terms of Category 1, in-stream construction work shall be conducted during the low flow period July 15 - October 1 in any year. Projects that are not to be conducted during that time period are ineligible for Category 1 and shall be screened pursuant to Category 2, regardless of the waterway and wetland fill and/or impact area.

*(See next page for Corps General Stream Crossing Standards.)*

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<sup>1</sup> Design and construction shall be in accordance with the stream simulation document listed at Appendix E, 8(a).



Corps General Stream Crossing Standards (required for Category 1, recommended for Category 2):

**(a)** Culverts must be embedded:

- $\geq 2$  feet for box culverts and other culverts with smooth internal walls,
- $\geq 1$  foot for corrugated pipe arches
- $\geq 1$  foot and at least 25 percent for corrugated round pipe culverts

**(b)** For new crossings, spans<sup>1</sup> are required to avoid or cause minimal disruption to the streambed and to meet the requirements of General Condition 22(a) and 22(b). Footings and abutments must be landward of 1.2 times bankfull width. To the greatest extent practicable, work in the stream shall be minimized, and design and construction shall allow the streambed's natural structure and integrity to remain intact. Any fill or excavation of the streambed below bankfull width other than footings, support pilings, or work specified in 22(h)ii requires Category 2 review and, unless demonstrated otherwise, stream simulation<sup>2</sup> to establish substrate and banks in the span structure and work area as specified in (d) and (e) below.

**(c)** For replacement crossings, spans<sup>1</sup> are required to meet the requirements of General Condition 22(a) and 22(b). Footings and abutments shall be landward of 1.2 times bankfull width. Unless demonstrated otherwise, stream simulation<sup>2</sup> is required to establish substrate and banks in the span structure and work area as specified in (d) and (e) below.

**(d)** Crossings must have a natural bottom substrate within the structure matching the characteristics of the substrate in the natural stream channel and the banks (mobility, slope, stability, confinement, grain and rock size)<sup>2</sup> at the time of construction and over time as the structure has had the opportunity to pass significant flood events. To allow terrestrial passage for wildlife and prevent undermining the footings, crossings shall have a bank on both sides of the stream matching the horizontal profile of the existing stream and banks<sup>2</sup>.

**(e)** Crossings must be designed and constructed<sup>2</sup> with appropriate bed forms and streambed characteristics so that water depths and velocities are comparable to those found in the natural channel at a variety of flows. In order to provide appropriate water depths and velocities at a variety of flows and especially low flows, it is usually necessary to reconstruct the streambed or preserve the natural channel within the structure. Otherwise, the width of the structure needed to accommodate higher flows will create conditions that are too shallow at low flows. The grain and rock size, and arrangement of streambed materials within the structure should be in accordance with (d) above. Flows could go subsurface within the structure if only large material is used without smaller material filling the voids.

### **23. Wetland Crossings.**

**(a)** All temporary and permanent crossings of wetlands shall be suitably culverted, bridged, or otherwise designed to: **i)** Withstand and prevent the restriction of high flows, **ii)** Not obstruct the movement of or not substantially disrupt the necessary life-cycle movements of those species of aquatic life indigenous to the wetland, including those species that normally migrate through the area, beyond the actual duration of construction unless the activity's primary purpose is to impound water. See Appendix E for the Maine DEP's crossing standards.

**(b)** To qualify for Category 1, new and replacement wetland crossings that are permanent shall be culverted, spanned or bridged in such a manner as to preserve hydraulic and ecological connectivity, at its present level, between the wetlands on either side of the road. To meet this requirement, we

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<sup>1</sup> For the purposes of this GP, spans are bridges, three-sided box culverts, open-bottom culverts or arches that span the stream with footings landward of bankfull width.

<sup>2</sup> Design and construction shall be in accordance with the stream simulation document listed at Appendix E, 8(a).

recommend that culverts, spans or bridges be placed at least every 50 feet with an opening at least 2 feet high and 3 feet wide at ground level where practicable. Closed bottom culverts shall be embedded at least 6 inches with a natural bottom.

**(c)** In the case of non-compliance, the permittee shall take necessary measures to correct wetland damage due to lack of hydraulic and ecological connectivity.

**(d)** Any work that results in flooding, results in impacts to wetlands on either side of the wetland crossing in excess of Category 1 thresholds, or impacts wetland drainage from the upgradient side of the wetland crossing does not qualify for Category 1.

#### **24. Discharge of Pollutants.**

**(a)** All activities involving any discharge of pollutants into waters of the U.S., including wetlands, authorized under this GP shall be consistent with applicable water quality standards, effluent limitations, standards of performance, prohibitions, and pretreatment standards and management practices established pursuant to the Clean Water Act (CWA) (33 USC 1251), and applicable state and local laws. If applicable water quality standards, limitations, etc., are revised or modified during the term of this GP, the authorized work shall be modified to conform with these standards within six months of the effective date of such revision or modification, or within a longer period of time deemed reasonable by the Corps in consultation with the EPA. Issuance of a LURC or DEP NRPA permit confirms that state water quality standards are met.

**(b)** All projects authorized by this GP shall be designed, constructed and operated to minimize or eliminate the discharge of pollutants.

**(c)** All activities involving any discharge of pollutants into waters of the U.S., including wetlands, authorized under this GP must comply with Section 402 [33 U.S.C. 1342] of the CWA and the requirements of the National Pollutant Discharge Elimination System (40 CFR 122).

**25. Spawning, Breeding and Migratory Areas.** Activities and impacts such as excavations, discharges of dredged or fill material, and/or suspended sediment producing activities, in fish migratory areas, fish and shellfish spawning or nursery areas, or amphibian and migratory bird breeding areas, during spawning or breeding seasons shall be avoided and minimized to the maximum extent practicable.

**26. Storage of Seasonal Structures.** Coastal structures, such as pier sections and floats, that are removed from the waterway for a portion of the year (often referred to as seasonal structures) shall be stored in an upland location located above mean high water (MHW) and not in tidal wetlands or mudflats. These seasonal structures may be stored on the fixed, pile-supported portion of the structure that is seaward of MHW. This is intended to prevent structures from being stored on the marsh substrate, mudflats, or the substrate seaward of MHW. Seasonal storage of structures in navigable waters, e.g., in a protected cove on a mooring, requires Corps and local harbormaster approval.

**27. Environmental Functions and Values.** The permittee shall make every reasonable effort to carry out the construction or operation of the work authorized herein in a manner that maintains as much as is practicable, and minimize any adverse impacts on existing fish, wildlife, and natural environmental functions and values.

## **28. Protection of Vernal Pools (VPs).**

**(a)** Impacts to VP Management Areas<sup>1</sup> for all VPs on, and known VPs surrounding, the project site shall be minimized to the maximum extent practicable.

**(b)** The following management practices must be followed for all work within the VP Management Area (750' of a VP's edge) of all VPs in order to qualify for Category 1 when there is fill placed in a water of the U.S., including wetlands:

**i.** Similar to the DEP's Significant Wildlife Habitat regulations<sup>2</sup>:

- 1.** No disturbance within the VP Depression or VP Envelope (area within 100 feet of the VP Depression's edge)<sup>3</sup>;
- 2.** Maintain a minimum of 75% of the Critical Terrestrial Habitat (area within 100-750 feet of the VP Depression's edge) as unfragmented forest with at least a partly-closed canopy of overstory trees to provide shade, deep litter and woody debris<sup>3</sup>;
- 3.** Maintain or restore forest corridors connecting wetlands and significant vernal pools;
- 4.** Minimize forest floor disturbance; and
- 5.** Maintain native understory vegetation and downed woody debris.

**ii.** Cape Cod style-curbings or no curbing options shall be used on new roads to facilitate amphibian passage<sup>2</sup>.

**(c)** For work not complying with the requirements in (b) above, applicants shall submit an application to the Corps for at least Category 2 review with information on directional buffers in accordance with the VP Directional Buffer Guidance document<sup>2</sup>. Conservation of the unimpacted area within the VP Management Area will often be required.

**(d)** GC 2 requires applicants to delineate or approximately identify on the project plans all waters of the U.S., which include vernal pools. Appendix A, Page 1 lists VP Category 1 thresholds.

## **29. Invasive Species.**

**(a)** The introduction, spread, or the increased risk of invasion of invasive plant or animal species on the project site, into new or disturbed areas, or areas adjacent to the project site caused by the site work is prohibited (see Appendix E, Paragraph 6).

**(b)** Unless otherwise directed by the Corps, all applications for Category 2 inland projects and Category 2 coastal fill projects proposing fill in Corps jurisdiction shall include an Invasive Species Control Plan (ISCP) (see Appendix E, Paragraph 6).

**30. Cranberry Development Projects.** For cranberry development projects authorized under the GP, the following conditions apply:

**(a)** If a cranberry bog is abandoned for any reason, the area must be allowed to revert to natural wetlands unless an Individual Permit is obtained from the Corps allowing the discharge of fill for an alternate use.

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<sup>1</sup> The Corps VP Management Area, which includes the VP and a 750' radius from the VP's edge, is defined at Appendix A, Endnote 5.

<sup>2</sup> Appendix E, 10(a)-(d) provides links to the state's Significant Wildlife Habitat regulations and references that provide impact minimization measures to reference when designing projects.

<sup>3</sup> The no disturbance requirement in the VP envelope [see (b)(i)(1)], and (b)(i)(2), do not apply to temporary impacts associated with construction mats in previously disturbed areas of existing utility project (e.g., transmission lines, gas pipelines) or linear transportation project (e.g., roads, highways, railways, trails, airport runways and taxiways) right-of-ways provided there is a Vegetation Management Plan that avoids, minimizes and mitigates impacts to aquatic resources.

**(b)** No stream diversion shall be allowed under Category 1 of this GP.

**(c)** No impoundments of intermittent or perennial streams shall be allowed under Category 1 and an application to the Corps is required for at least Category 2 review.

**(d)** The project shall be designed and constructed to not cause flood damage on adjacent properties.

**31. Inspections.** The permittee shall allow the Corps to make periodic inspections at any time deemed necessary in order to ensure that the work is being or has been performed in accordance with the terms and conditions of this GP. The Corps may also require post-construction engineering drawings for completed work or post-dredging survey drawings for any dredging work.

To facilitate these inspections, the permittee shall complete and return to the Corps:

- For Category 1 projects, the Category 1 Notification Form (Appendix B).
- For Category 2 projects, the 1) Work-Start Notification Form and 2) Compliance Certification Form whenever either is provided with a Category 2 authorization letter.

**32. Maintenance.**

**(a)** The permittee shall maintain the work authorized herein in good condition and in conformance with the terms and general conditions of this permit.

**(b)** This does not include maintenance of dredging projects. Each maintenance dredging event exceeding the Category 1 thresholds (see Appendix A, Page 6) requires a new written Corps authorization unless an unexpired, written Corps authorization specifies that the permittee may “dredge and maintain” an area for a particular time period. Category 1 or 2 maintenance dredging includes only those areas and depths previously authorized and dredged.

**(c)** Some maintenance activities may not be subject to regulation under Section 404 in accordance with 33 CFR 323.4(a)(2) (see Appendix A, Endnote 7).

**33. Property Rights.** This PGP does not convey any property rights, either in real estate or material, or any exclusive privileges, nor does it authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations.

**34. Transfer of GP Verifications.** When the structures or work authorized by this GP are still in existence at the time the property is transferred, the terms and conditions of this GP, including any special conditions, will continue to be binding on the entity or individual who received the GP verification, as well as the new owner(s) of the property. The permittee may transfer responsibilities and obligations under the GP verification to the new owner by submitting a letter to the Corps (see Appendix D for address) to validate the transfer. A copy of the GP verification must be attached to the letter and the letter must contain the following statement and signature: “When the structures or work authorized by this GP are still in existence at the time the property is transferred, the terms and conditions of this GP, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this GP and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

**35. Modification, Suspension, and Revocation.** This GP or any work authorized under Category 1 or 2 may be either modified, suspended, or revoked, in whole or in part, pursuant to the policies and procedures of 33 CFR 325.7. Any such action shall not be the basis for any claim for damages against the United States.

**36. Restoration Directive.** The permittee, upon receipt of a notice of revocation of authorization under this GP, shall restore the wetland or waterway to its former condition without expense to the United States and as directed by the Secretary of the Army or his authorized representative. If the permittee fails

to comply with such a directive, the Secretary or his designee may restore the wetland or waterway to its former condition, by contract or otherwise, and recover the cost from the permittee.

**37. Special Conditions.** The Corps may independently, or at the request of the Federal resource agencies, impose other special conditions on a project authorized pursuant to this GP that are determined necessary to minimize adverse navigational and/or environmental effects or based on any other factor of the public interest. Failure to comply with all conditions of the authorization, including special conditions, constitutes a permit violation and may subject the permittee to criminal, civil, or administrative penalties and/or an ordered restoration.

**38. False or Incomplete Information.** If the Corps makes a determination regarding the eligibility of a project under this GP and subsequently discovers that it has relied on false, incomplete, or inaccurate information provided by the permittee, the GP authorization shall not be valid and the U.S. government may institute appropriate legal proceedings.

**39. Abandonment.** If the permittee decides to abandon the activity authorized under this GP, unless such abandonment is merely the transfer of property to a third party, he/she may be required to restore the area to the satisfaction of the Corps.

**40. Enforcement Cases.** This GP does not apply to any existing or proposed activity in Corps jurisdiction associated with an on-going Corps or EPA enforcement action, until such time as the enforcement action is resolved or the Corps and/or EPA as appropriate determines that the activity may proceed independently without compromising the enforcement action.

**41. Duration of Authorization.** This GP expires on October 11, 2015. Activities authorized under this GP that have commenced (i.e., are under construction) or are under contract to commence before this GP expires will have until October 11, 2016 to complete the activity under the terms and conditions of the current GP.

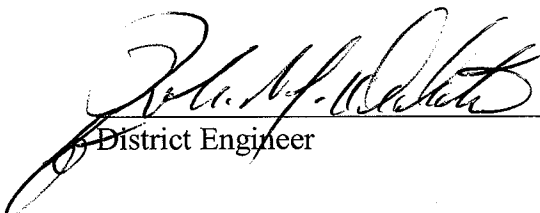
**42. Previously Authorized Activities.**

(a) Projects that have received authorization (Category 1 or 2) from the Corps and that were completed under the previous PGPs, nationwide permits, regional general permits or letters of permission, shall remain authorized.

(b) Activities authorized pursuant to 33 CFR Part 330.3 ("Activities occurring before certain dates") are not affected by this GP.

(c) Any work not commenced nor completed that was authorized in a written letter from the Corps under the PGP in effect between October 11, 2005 and October 11, 2010 remains authorized subject to the terms and general conditions of this GP along with any special conditions in the authorizing written letter.

**43. NEPA Compliance.** The Maine PGP was authorized in full compliance with Council for Environmental Quality ("CEQ") NEPA regulations. The Corps has determined that individual permit actions taken under the terms and conditions of the PGP are not a major federal action significantly affecting the quality of the human environment.

  
District Engineer  
10/12/10  
Date

| APPENDIX A: DEFINITION OF CATEGORIES                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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| <b>A. INLAND WATERS AND WETLANDS</b>                                                                                                                     | <p><b>Inland Waters and Wetlands:</b> Waters that are regulated under Section 404 of the Clean Water Act, including rivers, streams, lakes, ponds and wetlands, and excluding Section 10 Navigable Waters of the U.S. The jurisdictional limits are the ordinary high water (OHW) mark in the absence of adjacent wetlands, beyond the OHW mark to the limit of adjacent wetlands when adjacent wetlands are present, and the wetland limit when only wetlands are present. For the purposes of this GP, fill placed in the area between the mean high water (MHW) and the high tide line (HTL), and in the bordering and contiguous wetlands<sup>1</sup> to tidal waters are reviewed in the Navigable Waters section. (See II. Navigable Waters on page 4 below.)</p> <p>Projects not meeting Category 1 require an application for review as a Category 2 or Individual Permit project.</p> <p>All Category 1 and 2 projects must comply with all of this GP's applicable terms (Pages 1 – 4) and general conditions (Pages 5–18).</p>                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>ACTIVITY</b>                                                                                                                                          | <b>CATEGORY 1</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>CATEGORY 2</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p><b>(a) NEW FILL/ EXCAVATION DISCHARGES</b></p> <p>(You must reference (b) – (e) below for other thresholds that may be relevant to your project.)</p> | <p><b>1.</b> &lt;15,000 square feet (SF) (in LURC or DEP territories) of inland waterway and/or wetland fill and associated secondary impacts<sup>2</sup> (e.g., areas drained, flooded, fragmented, mechanically cleared or excavated). Fill area includes all temporary and permanent fill, and regulated discharges associated with excavation. Construction mats are considered as fill. [See General Condition (GC) 18(g).]</p> <p><u>Provided:</u></p> <ul style="list-style-type: none"> <li>• Historic fill + proposed impact area &lt;15,000 SF and subdivision fill complies with GC 5, Single and Complete Projects.</li> <li>• No work in special aquatic sites (SAS)<sup>4</sup> other than wetlands.</li> </ul> <p><b>2.</b> Construction mats<sup>4</sup> of any area necessary to conduct activities that were previously authorized, authorized under Category 1, or not subject to regulation (see Endnote 7). Authorized construction mats must be in place for &lt;3 months, removed immediately upon work completion, and the wetlands must be restored (see GC 19).</p> <p><b>3.</b> For work in Vernal Pool (VP) Management Areas (includes VPs)<sup>5</sup>:</p> <ul style="list-style-type: none"> <li>• See GC 2 and Appendix C for VP delineation requirements.</li> <li>• See GC 28 to determine if work qualifies for Category 1 or 2.</li> <li>• See Appendix E, Page 3 for VP documents providing mitigation guidance.</li> </ul> | <p><b>1.</b> ≥15,000 square feet (SF) (in LURC or DEP territories) to &lt;3 acres of inland waterway and/or wetland fill and associated secondary impacts (e.g., areas drained, flooded, fragmented, or excavated). Fill area includes all temporary and permanent fill, and regulated discharges associated with excavation. Mechanical clearing without grubbing or other soil disturbance &gt;3 acres as a secondary impact may still be eligible for Category 2 at the discretion of the Corps.</p> <p><b>2.</b> Specific activities with impacts of any area ≥15,000 SF required to affect the containment, stabilization, or removal of hazardous or toxic waste materials that are performed, ordered, or sponsored by a government agency with established legal or regulatory authority. Wetlands must be restored in place.</p> <p><b>3.</b> Temporary structures, work, and discharges (including construction mats<sup>4</sup>) ≥15,000 SF necessary for construction activities or access fills or dewatering of construction sites, provided that the associated primary activity is authorized by the Corps, authorized under Category 1, or not subject to Corps regulation. GCs 16 -19 are particularly relevant.</p> <p>See GC 2 and Appendix C for wetland delineation requirements.</p> |

| ACTIVITY                                                                   | CATEGORY 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | CATEGORY 2                                                                                                                  |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <b>(b) BANK STABILIZATION PROJECTS</b>                                     | <p>1. Inland bank stabilization &lt;500 FT long and &lt;1 CY of fill per linear foot below OHW, provided:</p> <ul style="list-style-type: none"> <li>• ≤1 cubic yard of fill per linear foot placed along the bank waterward of ordinary high water.</li> <li>• Work complies with the GCs (GC 20 in particular), including: <ul style="list-style-type: none"> <li>o No structures angled steeper than 1H:1V allowed. Only rough-faced stone or fiber roll revetments allowed.</li> <li>o No in-stream work involving fill or excavation in flowing waters (see GC 22(h)).</li> </ul> </li> <li>• In-stream work limited to Jul 15 - Oct 1 [see GC 22 (l)].</li> <li>• No work in vernal pools<sup>5</sup> or SAS<sup>3</sup>.</li> <li>• GC 10 Endangered Species and GC 11 Essential Fish Habitat are particularly relevant.</li> </ul>                                                                            | <p>1. Inland bank stabilization ≥500 FT long and/or ≥1 CY of fill per linear foot, or any amount with fill in wetlands.</p> |
| <b>(c) RIVER/ STREAM/ BROOK WORK &amp; CROSSINGS and WETLAND CROSSINGS</b> | <p>1. River, stream and brook work and crossings:</p> <ul style="list-style-type: none"> <li>• Must comply with GC 22 in particular, including: <ul style="list-style-type: none"> <li>o No slip lining [see GC 22 (g)].</li> <li>o No in-stream work involving fill or excavation in flowing waters [see GC 22(h)].</li> <li>o In-stream work limited to Jul 15 - Oct 1 [see GC 22 (l)].</li> </ul> </li> <li>• No work in riffles and pools<sup>3</sup>.</li> <li>• No stream relocations.</li> <li>• No dams or dikes<sup>6</sup>.</li> <li>• Work in areas designated as Atlantic salmon critical habitat or occupied by listed Atlantic salmon, or any other area occupied by a listed species is not eligible for Category 1 (see GC 10).</li> <li>• No work in EFH streams except for the activities stated in GC 11.</li> </ul> <p>2. Wetland crossings must comply with the particularly relevant GC 23.</p> | <p>1. Work not qualifying for Category 1.</p>                                                                               |

| ACTIVITY                                                              | CATEGORY 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | CATEGORY 2                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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| <b>(d) REPAIR, REPLACEMENT, &amp; MAINTENANCE OF AUTHORIZED FILLS</b> | <p>1. Repair or maintenance of existing, currently serviceable, authorized fills with no expansion or change in use:</p> <ul style="list-style-type: none"> <li>• Conditions of the original authorization apply</li> <li>• Minor deviations in fill design allowed.<sup>7</sup></li> <li>• The repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events is authorized, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>2. Replacement of non-serviceable fills, or repair/maintenance of serviceable fill, with expansion &lt;3 acres, or with a change in use.</p>                                                                                                                                                                                                                                                                                            |
| <b>(e) MISCELL-ANEOUS</b>                                             | <p>1. Activities required for the containment and cleanup of oil and hazardous substances that are subject to the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR 300) provided that the work is done in accordance with the Spill Control and Countermeasure Plan required by 40 CFR 112.3 and any existing state contingency plan and provided that the Regional Response Team (if one exists in the area) concurs with the proposed containment and cleanup action. SAS<sup>3</sup> must typically be restored in place at the same elevation.</p> <p>2. Scientific measurement devices whose purpose is to measure and record scientific data, such as staff gages, water recording devices, water quality testing and improvement devices, and similar structures. This excludes any biological sampling devices. Structures may not restrict movement of aquatic organisms.</p> <p>3. Survey activities, such as core sampling, seismic exploratory operations, plugging of seismic shot holes and other exploratory-type bore holes, exploratory trenching, soil surveys, sampling, and historic resources surveys (but not recovery). Exploratory trenches must be restored in accordance with GC 19. The construction of temporary pads is authorized provided the discharge doesn't exceed 25 CY. This doesn't authorize permanent structures or the drilling and the discharge of excavated material from test wells for oil and gas exploration (the plugging of such wells is authorized).</p> <p>4. Any work not commenced nor completed that was authorized in a written letter from the Corps under the PGP in effect between October 11, 2005 and October 11, 2010. The terms and general conditions of this GP apply along with any special conditions in the written authorization.</p> | <p>1. Aquatic habitat restoration, establishment, and enhancement of wetlands and riparian areas and the restoration and enhancement of streams and other open waters with impacts of any area <math>\geq 15,000</math> SF, provided those activities result in net increase in overall aquatic resource functions and services.<sup>8</sup></p> <p>2. Projects where an EIS is required by the Corps are not eligible for Category 2.</p> |



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| <b>II. NAVIGABLE WATERS</b>                                   | <p><b>Navigable Waters of the United States:</b> Waters that are subject to the ebb and flow of the tide and/or the tidal and non-tidal portions of the Federally designated navigable waters (the Penobscot River, Kennebec River, and Lake Umbagog) (Section 10 Rivers and Harbors Act of 1899). The jurisdictional limits are the mean high water (MHW) line in tidal waters and the ordinary high water (OHW) mark in non-tidal portions of the federally designated navigable rivers. For the purposes of this GP, fill placed in the area between the mean high water (MHW) and the high tide line (HTL), and in the bordering and contiguous wetlands<sup>1</sup> to tidal waters are also reviewed in this Navigable Waters section.</p> <p>Projects not meeting Category 1 require an application for review as a Category 2 or Individual Permit project.</p> <p>All Category 1 and 2 projects must comply with all of this GP's applicable terms (Pages 1 - 4) and general conditions (Pages 5 - 18).</p>                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>ACTIVITY</b>                                               | <b>CATEGORY 1</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>CATEGORY 2</b>                                                                                                                                                                                                                                                                                                                                                                                                                               |
| (a) <b>FILL</b>                                               | <p><b>1.</b> Discharges of dredged or fill material incidental to the construction of bridges across navigable waters of the U.S., including cofferdams, abutments, foundation seals, piers, and temporary construction and access fills provided the U.S. Coast Guard authorizes such discharges as part of the bridge permit or appropriate approval. Causeways and approach fills are not included in this category and require Category 2 or Individual Permit authorization.</p> <p><b>2.</b> Bank stabilization projects &lt;200 linear feet:</p> <ul style="list-style-type: none"> <li>• ≤1 cubic yard of fill per linear foot placed along the bank waterward of high tide line. No fill or equipment will occur in SAS<sup>3</sup>.</li> <li>• Work conducted in the intertidal zone must be conducted in-the-dry during low water, or between Nov. 8 – Apr. 9.</li> <li>• No structures angled steeper than 1H:1V and only rough-faced stone or fiber roll revetments allowed.</li> <li>• No driving of piles or sheeting.</li> </ul> <p><b>3.</b> For 1 and 2 above:</p> <ul style="list-style-type: none"> <li>• Project proponents must contact the USFWS for work on coastal beaches to ensure no impacts to piping plovers, roseate terns or their habitat [see GC 10(b)iii].</li> </ul> | <p><b>1.</b> &lt;1 acre temporary or permanent fill, excavation and/or secondary impacts (e.g., areas drained, flooded, fragmented or mechanically cleared). Fill area includes all temporary and permanent waterway fills, provided:</p> <ul style="list-style-type: none"> <li>• Temporary or permanent fill in eelgrass<sup>14</sup> &lt;1000 SF.</li> <li>• Permanent fill in SAS (excluding eelgrass<sup>14</sup>) &lt;4300 SF.</li> </ul> |
| (b) <b>STREAM WORK &amp; CROSSINGS, and WETLAND CROSSINGS</b> | <p><b>1.</b> No new fill for crossings allowed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p><b>1.</b> New crossings or replacement crossings that do not fit the (c) Repair and Maintenance activity below.</p>                                                                                                                                                                                                                                                                                                                          |

| ACTIVITY                                      | CATEGORY 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | CATEGORY 2                                                                                                                                                                                       |
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| <p><b>(c) REPAIR AND MAINTENANCE WORK</b></p> | <p>1. Repair, replacement in-kind, or maintenance<sup>7</sup> of existing, currently serviceable<sup>7</sup>, authorized structures or fills:</p> <ul style="list-style-type: none"> <li>• Conditions of the original authorization apply.</li> <li>• No substantial expansion or change in use.</li> <li>• Must be rebuilt in same footprint, however minor deviations in structure design allowed<sup>7</sup>.</li> <li>• The repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events is authorized, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. Minor deviations for work involving piles shall adhere to one of the 4 methods in a - d below: <ul style="list-style-type: none"> <li>a. Piles installed in-the-dry during low water or in-water between Nov. 8<sup>th</sup> - Apr. 9<sup>th</sup>, or</li> <li>b. Must be drilled and pinned to ledge, or</li> <li>c. Vibratory hammers used to install any size and quantity of wood, concrete or steel piles, or</li> <li>d. Impact hammers limited to one hammer and &lt;50 piles installed/day with the following: wood piles of any size, concrete piles ≤18-inches diameter, steel piles &lt;12-inches diameter if the hammer is ≤3000 lbs and a wood cushion is used between the hammer and steel pile, and</li> </ul> </li> </ul> <ul style="list-style-type: none"> <li>• For b – d above: <ul style="list-style-type: none"> <li>o In-water noise levels shall not exceed &gt;187dB SEL re 1μPa or 206dB peak re 1μPa at a distance &gt;10m from the pile being installed, and</li> <li>o In-water noise levels &gt;155dB peak re 1μPa shall not exceed 12 consecutive hours on any given day and a 12 hour recovery period (i.e., in-water noise below 155dB peak re 1μPa) must be provided between work days.</li> </ul> </li> <li>• For a – d above: <ul style="list-style-type: none"> <li>o Work is not eligible for Category 1 if conducted in tidal portions of the Penobscot river upstream of a line extending from Turner point in Castine to Moose Point (formerly squaw point) on Cape Jellison in Stockton Springs or in tidal portions of the Kennebec or Androscoggin Rivers upstream of a line extending from Doubling point in Arrowsic to Hospital Point in West Bath.</li> </ul> </li> </ul> | <p>1. Replacement of non-serviceable structures and fills or repair/maintenance of serviceable structures or fills, with fill, replacement or expansion &lt;1 acre, or with a change in use.</p> |

| ACTIVITY                                    | CATEGORY 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | CATEGORY 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| <b>(d) DREDGING AND ASSOCIATED DISPOSAL</b> | <p>1. Maintenance dredging<sup>10</sup> for navigational purposes &lt;1,000 CY with upland disposal. Includes return water from upland contained disposal area, provided:</p> <ul style="list-style-type: none"> <li>• Proper siltation controls are used.</li> <li>• Dredging &amp; disposal operation limited to Nov. 8 – Apr. 9.</li> <li>• No impact to SAS<sup>3</sup>.</li> <li>• No dredging in intertidal areas.</li> <li>• No dredging in areas considered occupied by listed Atlantic salmon [see GC 10(b)(ii)].</li> <li>• For dredging in waters outside of Atlantic salmon critical habitat, applicants must contact NMFS (Appendix D) to ensure no impacts to listed species such as shortnose sturgeon.</li> <li>• Project proponents must contact the USFWS for work on coastal beaches to ensure no impacts to piping plovers, roseate terns or their habitat [see GC 10(c)].</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>1. Maintenance dredging<sup>10</sup> ≥1,000 CY, new dredging &lt;25,000 CY, or projects not meeting Category 1. Includes return water from upland contained disposal areas. Disposal includes:</p> <ul style="list-style-type: none"> <li>• Upland.</li> <li>• Beach nourishment (above mean high water) of any area provided dredging's primary purpose is navigation or sand is from an upland source.</li> <li>• Open water &amp; confined aquatic disposal, if Corps finds the material suitable.</li> </ul> <p>2. Beach nourishment associated with dredging when the primary purpose is not navigation requires at least a Category 2 review.</p> <p>3. Maintenance or new dredging<sup>10</sup> and/or disposal in or affecting a SAS<sup>3</sup> requires an Individual Permit. See II(a) above for dredge disposal in wetlands or waters.</p>                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>(e) MOORINGS</b>                         | <p>1. Private, non-commercial, non-rental, single-boat moorings, provided:</p> <ul style="list-style-type: none"> <li>• Authorized by the local harbormaster/town.</li> <li>• Not associated with any boating facility.<sup>11</sup></li> <li>• Boat or mooring not located in a Federal Navigation Project<sup>12</sup> other than a Federal Anchorage<sup>12</sup>. Moorings in Federal Anchorage not associated with a boating facility<sup>11</sup> and are not for rent.</li> <li>• No interference with navigation.</li> <li>• No new moorings located in SAS<sup>3</sup>. Prior to installation of moorings, a site-specific eelgrass survey should be conducted to document that eelgrass is not present.</li> <li>• When existing, authorized moorings in SAS<sup>3</sup> are going to be replaced, they shall be replaced with elastic mooring systems that prevent mooring chains from resting or dragging on the bottom substrate at all tides and helical anchors, or equivalent SAS protection systems where practicable.</li> </ul> <p>2. Minor relocation of previously authorized moorings and moored floats, provided:</p> <ul style="list-style-type: none"> <li>• Authorized by the local harbormaster/town.</li> <li>• Not located in SAS<sup>3</sup></li> <li>• No interference with navigation.</li> <li>• Cannot be relocated into a Federal Navigation Project<sup>12</sup> other than a Federal Anchorage<sup>12</sup></li> </ul> | <p>1. Moorings associated with a boating facility<sup>11</sup>. An eelgrass<sup>14</sup> survey may be required.</p> <p>2. Moorings that don't meet the terms in Category 1 and don't require an Individual Permit. This includes private moorings with no harbormaster or means of local approval.</p> <p>3. Moorings located such that they, and/or vessels docked or moored at them, are within the buffer zone of the horizontal limits<sup>13</sup> of a Federal Channel<sup>12</sup>. (See Appendix F.) The buffer zone is equal to 3 times the authorized depth of that channel.</p> <p>4. An IP is required for moorings within the horizontal limits<sup>11</sup>, or with moored vessels that extend, into the horizontal limits of a Federal Navigation Project<sup>12</sup>, except those in Federal Anchorages<sup>12</sup>.</p> <p>For 1-4 above, siting of new individual moorings in SAS<sup>3</sup>, including eelgrass<sup>14</sup>, should be avoided to the maximum extent practicable. If SAS<sup>3</sup> cannot be avoided, plans should show elastic mooring systems that prevent mooring chains from resting or dragging on the bottom substrate at all tides and helical anchors, or equivalent SAS protection systems, where practicable.</p> |

| ACTIVITY                         | CATEGORY 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | CATEGORY 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>(f) STRUCTURES AND FLOATS</b> | <p>1. Reconfiguration of existing, authorized structures or floats.</p> <p><u>Provided:</u></p> <p>a. Piles shall adhere to one of the 4 methods in (i) –(iv) below:</p> <ul style="list-style-type: none"> <li>i. Piles installed in-the-dry during low water or in-water between Nov. 8<sup>th</sup> - Apr. 9<sup>th</sup>, or</li> <li>ii. Must be drilled and pinned to ledge, or</li> <li>iii. Vibratory hammers used to install any size and quantity of wood, concrete or steel piles, or</li> <li>iv. Impact hammers limited to one hammer and &lt;50 piles installed/day with the following: wood piles of any size, concrete piles ≤18-inches diameter, steel piles &lt;12-inches diameter if the hammer is ≤3000 lbs and a wood cushion is used between the hammer and steel pile.</li> </ul> <p>b. For (ii) – (iv) above:</p> <ul style="list-style-type: none"> <li>i. In-water noise levels shall not exceed &gt;187dB SEL re 1μPa or 206dB peak re 1μPa at a distance &gt;10m from the pile being installed, and</li> <li>ii. In-water noise levels &gt;155dB peak re 1μPa shall not exceed 12 consecutive hours on any given day and a 12 hour recovery period (i.e., in-water noise below 155dB peak re 1μPa) must be provided between work days.</li> </ul> <p>c. For (i) –(iv) above:</p> <ul style="list-style-type: none"> <li>i. Work is not eligible for Category 1 if conducted in tidal portions of the Penobscot river upstream of a line extending from Turner point in Castine to Moose Point (formerly squaw point) on Cape Jellison in Stockton Springs or in tidal portions of the Kennebec or Androscoggin Rivers upstream of a line extending from Doubling point in Arrowsic to Hospital Point in West Bath.</li> </ul> | <p><b>CATEGORY 2</b></p> <p>1. Private structures or floats, including floatways/skidways, built to access waterway (seasonal and permanent)</p> <p>2. Expansions to existing boating facilities<sup>11</sup>.</p> <p>For 1 &amp; 2 above, compliance with the following design standards is not required but recommended:</p> <ul style="list-style-type: none"> <li>• Pile-supported structures &lt;400 SF, with attached floats totaling ≤200 SF.</li> <li>• Bottom anchored floats ≤200 SF.</li> <li>• Structures are ≤4' wide and have at least a 1:1 height:width ratio<sup>11</sup>.</li> <li>• Floats supported a minimum of 18" above the substrate during all tides.</li> <li>• Structures &amp; floats not located within 25' of any eelgrass<sup>8</sup>.</li> <li>• Moored vessels not positioned over SAS<sup>4</sup>.</li> <li>• No structure located within 25' of the riparian property boundary without written approval from the abutter(s).</li> <li>• No structure extends across &gt;25% of the waterway width at mean low water.</li> <li>• Not located within the buffer zone of the horizontal limits<sup>13</sup> of a Corps Federal Navigation Project (FNP) (App. F). The buffer zone is equal to three times the authorized depth of that FNP.</li> </ul> <p>3. An Individual Permit is required for structures or floats, including floatways/skidways, located such that they and/or vessels docked or moored at them are within the horizontal limits<sup>13</sup> of a Corps Federal Navigation Project<sup>12</sup> (see App. F).</p> <p>4. An Individual Permit is required for structures &amp; floats associated with a new or previously unauthorized boating facility<sup>11</sup>.</p> |

| ACTIVITY               | CATEGORY 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | CATEGORY 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (g) MISCELL-<br>ANEOUS | <p>1. Temporary buoys, markers, floats, etc. for recreational use during specific events, provided they are removed within 30 days after use is discontinued.</p> <p>2. The placement of aids to navigation and regulatory markers which are approved by and installed in accordance with the requirements of the U.S. Coast Guard. (See 33 CFR 66, Chapter I, subchapter C).”</p> <p>3. Activities required for the containment and cleanup of oil and hazardous substances that are subject to the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR 300) provided that the work is done in accordance with the Spill Control and Countermeasure Plan required by 40 CFR 112.3 and any existing state contingency plan and provided that the Regional Response Team (if one exists in the area) concurs with the proposed containment and cleanup action. SAS<sup>3</sup> must typically be restored in place at the same elevation.</p> <p>4. Fish and wildlife harvesting, enhancement, and attraction devices and activities such as pound nets, crab traps, crab dredging, eel pots, lobster traps, and clam and oyster digging, and small fish attraction devices such as open water fish concentrators (sea kites, etc.). This does not authorize artificial reefs or impoundments and semi-impoundments of waters of the U.S. for the culture or holding of motile species such as lobster, or the use of covered oyster trays or clam racks. No activity that results in a hazard to navigation. Note: A Category 1 Notification Form is not required for these devices and activities.</p> <p>5. Scientific measurement devices whose purpose is to measure and record scientific data, such as staff gages, water recording devices, water quality testing and improvement devices, and similar structures. Structures may not restrict movement of aquatic organisms. No activity results in a hazard to navigation.</p> <p>6. Survey activities such as exploratory drilling, surveying and sampling activities, excluding any biological sampling devices. Does not include oil and gas exploration and fill for roads or construction pads. No activity results in a hazard to navigation. Applicants must contact NMFS to ensure no impacts to listed species.</p> | <p>1. Structures or work in or affecting tidal or navigable waters, that are not defined under any of the previous headings listed above. Includes, but is not limited to, utility lines, aerial transmission lines, pipelines, outfalls, boat ramps, floatways/skidways, bridges, tunnels and horizontal directional drilling activities seaward of the mean high water line.</p> <p>2. Shellfish/finfish (other than Atlantic salmon), or other aquaculture facilities with no more than minimal individual and cumulative impacts to environmental resources or navigation. –Aquaculture guidelines are provided at: <a href="http://www.maine.gov/dmr/aquaculture/index.htm">www.maine.gov/dmr/aquaculture/index.htm</a>.</p> <p>3. Specific activities with impacts of any area required to affect the containment, stabilization, or removal of hazardous or toxic waste materials that are performed, ordered, or sponsored by a government agency with established legal or regulatory authority. Wetlands must typically be restored in place at the same elevation to qualify.</p> <p>4. Aquatic habitat restoration, establishment and enhancement provided those activities are proactive and result in net increases in aquatic resource functions and services.<sup>8</sup></p> <p>5. Projects where an EIS is required by the Corps are not eligible for Category 2.</p> |

| ACTIVITY                              | CATEGORY 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | CATEGORY 2 |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| (g) MISCELL-<br>ANEOUS<br>(continued) | <p>7. Shellfish seeding (brushing the flats<sup>9</sup>) projects.</p> <p>8. Marine railway work not eligible for maintenance<sup>7</sup> (i.e. not currently serviceable<sup>7</sup> or in non-compliance) may be replaced “in-kind” with minor deviations<sup>7</sup> provided:</p> <ul style="list-style-type: none"> <li>• Work is in the intertidal zone</li> <li>• No fill expansion below high tide line.</li> <li>• Work conducted in-the-dry during low water or in-water between Nov. 8 – Apr. 9.</li> </ul> <p>9. Test plots &lt;100 SF for the planting of wetland species native to the area. No grading, no structures, no plant growing devices and no interference with navigation, which require at least Category 2 review.</p> <p>10. Any work not commenced nor completed that was authorized in a written letter from the Corps under the PGP in effect between October 11, 2005 and October 11, 2010. The terms and general conditions of this GP apply along with any special conditions in the written authorization</p> |            |

#### Endnotes/Definitions

<sup>1</sup> **Bordering and Contiguous Wetlands:** A bordering wetland is immediately next to its adjacent waterbody and may lie at, or below, the ordinary high water mark (mean high water in navigable waters) of that waterbody and is directly influenced by its hydrologic regime. Contiguous wetlands extend landward from their adjacent waterbody to a point where a natural or manmade discontinuity exists. Contiguous wetlands include bordering wetlands as well as wetlands that are situated immediately above the ordinary highwater mark and above the normal hydrologic influence of their adjacent waterbody. Note, with respect to the federally designated navigable rivers, the wetlands bordering and contiguous to the tidally influenced portions of those rivers are reviewed under “II. Navigable Waters.”

#### <sup>2</sup> **Direct, Secondary, and Cumulative Impacts/Effects:**

Direct Impacts: The immediate loss of aquatic ecosystem within the footprint of the fill.

Secondary Impacts: These are effects on an aquatic ecosystem that are associated with a discharge of dredged or fill materials, but do not result from the actual placement of the dredged or fill material. Information about secondary effects on aquatic ecosystems shall be considered prior to the time final section 404 action is taken by permitting authorities. Some examples of secondary effects on an aquatic ecosystem are a) fluctuating water levels in all impoundment and downstream associated with the operation of a dam, b) septic tank leaching and surface runoff from residential or commercial developments on fill, and c) leachate and runoff from a sanitary landfill located in waters of the U.S. Put another way, secondary effects are those impacts outside the footprint of the fill that arise from and are associated with the discharge of dredged or fill material, including the operation of an activity or facility associated with the discharge. Examples may include habitat fragmentation; interruption of travel corridors for wildlife (for example, for amphibians that migrate to and from seasonal or vernal pools used as breeding habitat); hydrologic regime changes; and impacts from operation and maintenance activities for constructed facilities; such as noise/lighting, storm water runoff, and road kill of wetland dependent wildlife. Using the directions contained in the guidelines, we consider the circumstances of a proposed discharge and the project of which it is a part to evaluate the scope, extent, severity, and permanence of direct, secondary, and cumulative adverse effects upon the aquatic ecosystem.

**Cumulative Impacts:** The extent of past, present, and foreseeable developments in the area may be an important consideration in evaluating the significance of a particular project's impacts. Although the impacts associated with a particular discharge may be minor, the cumulative effect of numerous similar discharges can result in a large impact. Cumulative impacts should be estimated only to the extent that they are reasonable and practical.

<sup>3</sup> **Special Aquatic Sites:** Includes wetlands and saltmarsh, mudflats, riffles and pools, and vegetated shallows (predominantly comprised of eelgrass in Maine).

<sup>4</sup> **Construction Mats:** Constructions, swamp and timber mats (herein referred to as "construction mats") are generic terms used to describe structures that distribute equipment weight to prevent wetland damage while facilitating passage and providing work platforms for workers and equipment. They are comprised of sheets or mats made from a variety of materials in various sizes. A timber mat consists of large timbers bolted or cabled together. Corduroy roads, which are not considered to be construction mats, are cut trees and/or saplings with the crowns and branches removed, and the trunks lined up next to one another. Corduroy roads are typically installed as permanent structures. Like construction mats, they are considered as fill whether they're installed temporarily or permanently.

<sup>5</sup> **Vernal Pools:** A vernal pool, also referred to as a seasonal forest pool, is a temporary to semi-permanent body of water occurring in a shallow depression that typically fills during the spring or fall and may dry during the summer. Vernal pools have no permanent inlet or outlet and no viable populations of predatory fish. A vernal pool may provide the primary breeding habitat for wood frogs (*Rana sylvatica*), spotted salamanders (*Ambystoma maculatum*), blue-spotted salamanders (*Ambystoma laterale*), and fairy shrimp (*Eubranchipus* sp.), as well as valuable habitat for other plants and wildlife, including several rare, threatened, and endangered species. A vernal pool intentionally created for the purposes of compensatory mitigation is included in this definition. For the purposes of this GP, the presence of any of the following species in any life stage in any abundance level/quantity would designate the waterbody as a vernal pool: fairy shrimp, blue spotted salamanders, spotted salamanders or wood frogs. The Corps may determine during a Category 2 review that a waterbody should not be regulated as a VP based on available evidence. For the purposes of this GP\*, the VP Management Areas are the: Vernal Pool Depression (includes the vernal pool depression up to the spring or fall high water mark, and includes any vegetation growing within the depression), Vernal Pool Envelope (area within 100 FT of the VP Depression's edge) and Critical Terrestrial Habitat (area within 100-750 FT of the Vernal Pool Depression's edge). [\*Note: Critical Terrestrial Habitat is defined as 100 -750 FT on page 243 of the document "Science and Conservation of Vernal Pools in Northeastern North America," Calhoun and deMaynadier, 2008, which is referenced in Appendix E, page 3, Paragraph 10(b).

<sup>6</sup> **Water Diversions:** Water diversions are activities such as bypass pumping or water withdrawals. Temporary flume pipes, culverts or cofferdams where normal flows are maintained within the stream boundary's confines aren't water diversions. "Normal flows" are defined as no change in flow from pre-project conditions.

<sup>7</sup> **Maintenance:** a) In accordance with 33 CFR 323.4(a)(2), any discharge of dredged or fill material that may result from any of the following activities is not prohibited by or otherwise subject to regulation under Section 404 of the CWA: "Maintenance, including emergency reconstruction of recently damaged parts, of currently serviceable structures such as dikes, dams, levees, groins, riprap, breakwaters, causeways, bridge abutments or approaches, and transportation structures. Maintenance does not include any modification that changes the character, scope, or size of the original fill design." Otherwise, the following work is regulated and subject to the Category 1 or 2 thresholds in Appendix A above: The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3 – "Activities occurring before certain dates," provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. b) Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, or current construction codes or safety standards that are necessary to make repair, rehabilitation, or replacement are authorized. c) Currently serviceable means useable as is or with some maintenance, but not so degraded as to essentially require reconstruction. d) No seaward expansion for bulkheads or any other fill activity is considered Category 1 maintenance. e) Only structures or fills that were previously authorized and are in compliance with the terms and condition of the original authorization can be maintained as a non-regulated activity under 33 CFR 323.4(a)(2), or in accordance with the Category 1 or 2 thresholds in Appendix A. f) The state's maintenance provisions may differ from the Corps and may require reporting and written authorization from the state. g) Contact the Corps to determine whether stream crossing replacements require a written application to the Corps for at least a Category 2 review.

<sup>8</sup> **Aquatic Habitat Restoration, Establishment and Enhancement:** The Corps will decide if a project qualifies and must determine in consultation with federal and state agencies that the net effects are beneficial. The Corps may refer to Nationwide Permit 27 published in the 3/12/07 Federal Register. Activities authorized here may include, but are not limited to: the removal of accumulated sediments; the installation, removal, and maintenance of small water control structures, dikes, and berms; the installation of current deflectors; the enhancement, restoration, or establishment of riffle and pool stream structure; the placement

of in-stream habitat structures; modifications of the stream bed and/or banks to restore or establish stream meanders; the backfilling of artificial channels and drainage ditches; the removal of existing drainage structures; the construction of small nesting islands in inland waters; the construction of open water areas; the construction of native shellfish species habitat over unvegetated bottom for the purpose of habitat protection or restoration in tidal waters; shellfish seeding; activities needed to reestablish vegetation, including plowing or discing for seed bed preparation and the planting of appropriate wetland species; mechanized land clearing to remove non-native invasive, exotic, or nuisance vegetation; and other related activities. Only native plant species should be planted at the site.

<sup>9</sup> **Brushing the Flats:** The placement of tree boughs, wooden lath structure, or small-mesh fencing on mudflats to enhance recruitment of soft-shell clams (*Mya arenaria*).

<sup>10</sup> **Maintenance Dredging:** This includes only those areas and depths previously authorized by the Corps and dredged.

<sup>11</sup> **Boating Facilities:** Facilities that provide for a fee, rent, or sell mooring space, such as marinas, yacht clubs, boat clubs, boat yards, town facilities, dockminiums, etc.

<sup>12</sup> **Federal Navigation Projects (FNPs):** FNPs are comprised of Federal Channels and Federal Anchorages. See Appendix F for their location and contact the Corps for more information. “Horizontal Limits” is the outer edge of an FNP. “Buffer Zone” is equal to three times the authorized depth of that channel.

<sup>13</sup> **Horizontal Limits:** The outer edge of a Federal Navigation Project (FNP). See Appendix F and contact the Corps for information on FNP’s.

<sup>14</sup> **Eelgrass (*Zostera marina*):** A type of rooted aquatic vegetation that exists in intertidal and shallow subtidal areas known as vegetated shallows. See [www.nero.noaa.gov/hcd/](http://www.nero.noaa.gov/hcd/) for eelgrass survey guidance.

<sup>15</sup> **Structures:** The height of structures shall at all points be equal to or exceed the width of the deck. For the purpose of this definition, height shall be measured from the marsh substrate to the bottom of the longitudinal support beam.



## Appendix D: Contacts and Tribal Areas of Interest

### 1. **FEDERAL**

#### U.S. Army Corps of Engineers

Maine Project Office  
675 Western Avenue #3  
Manchester, Maine 04351  
(207) 623-8367; (207) 623-8206 (fax)

#### Federal Endangered Species

U.S. Fish and Wildlife Service  
Maine Field Office  
17 Godfrey Drive, Suite 2  
Orono, Maine 04473  
(207) 866-3344; (207) 866-3351 (fax)

#### Wild and Scenic Rivers

National Park Service  
North Atlantic Region  
15 State Street  
Boston, Massachusetts 02109  
(617) 223-5203

#### Bridge Permits

Commander (obr)  
First Coast Guard District  
One South Street - Battery Bldg  
New York, New York 10004  
(212) 668-7021; (212) 668-7967 (fax)

#### Federal Endangered Species

National Marine Fisheries Service  
Maine Field Office  
17 Godfrey Drive Suite 1  
Orono, ME 04473  
(207) 866-7379; (978) 866-7342 (fax)

#### Federal Endangered Species & EFH

National Marine Fisheries Service  
55 Great Republic Drive  
Gloucester, Massachusetts 01930  
(978) 281-9102; (978) 281-9301 (fax)

### 2. **STATE OF MAINE**

#### Maine Department of Environmental Protection (for State Permits & Water Quality Certifications)

Division of Land Resource Regulation  
Bureau of Land and Water Quality  
17 State House Station  
Augusta, Maine 04333  
(207) 287-7688

Eastern Maine Regional Office  
106 Hogan Road  
Bangor, Maine 04401  
(207) 941-4570

Southern Maine Regional Office  
312 Canco Road  
Portland, Maine 04103  
(201) 822-6300

Northern Maine Regional Office  
1235 Central Drive - Skyway Park  
Presque Isle, Maine 04769  
(207) 764-0477

#### Maine Land Use Regulation Commission (LURC) ([www.maine.gov/doc/lurc/offices.html](http://www.maine.gov/doc/lurc/offices.html))

22 State House Station  
Augusta, Maine 04333-0022  
(207) 287-2631; (207) 287-7439 (fax)

106 Hogan Rd, Suite 7  
Bangor, Maine 04401  
(207) 941-4052; (207) 941-4222 (fax)

Lakeview Drive  
P.O. Box 1107  
Greenville, Maine 04441  
(207) 695-2466; (207) 695-2380 (fax)

45 Radar Road  
Ashland, ME 04732-3600  
(207) 435-7963; (207) 435-7184 (fax)

191 Main Street  
East Millinocket, ME 04430  
(207) 746-2244; (207) 746-2243 (fax)

(For CZM Determinations)

State Planning Office  
Coastal Program  
184 State Street  
State House Station 38  
Augusta, Maine 04333  
(207) 287-1009

(For Aquaculture Leases)

Maine Department of Marine Resources  
P.O. Box 8  
West Boothbay Harbor, Maine 04575  
(207) 633-9500

(For Submerged Lands Leases)

Maine Department of Conservation  
Bureau of Parks and Lands  
22 State House Station  
Augusta, Maine 04333  
(207) 287-3061

### **3. HISTORIC PROPERTIES**

Maine Historic Preservation Commission  
(MHPC)

State House Station 65  
Augusta, Maine 04333-0065  
(207) 287-2132; (207) 287-2335 (fax)

Houlton Band of Maliseet Indians

Attn: Sharri Venno, Environmental Planner  
88 Bell Road  
Littleton, Maine 04730  
(207) 532-4273, x215; (207) 532-1883 (fax)  
envplanner@maliseets.com

Passamaquoddy Tribe of Indians

Pleasant Point Reservation  
Attn: Donald Soctomah, THPO  
P.O. Box 343  
Perry, Maine 04667  
(207) 853-2600; (207) 853-6039 (fax)

Aroostook Band of Micmacs

Attn: Victoria Higgins, Chief  
7 Northern Road  
Presque Isle, Maine 04769  
(207) 764-1972; (207) 764-7667 (fax)

Passamaquoddy Tribe of Indians

Indian Township Reservation  
Attn: Donald Soctomah, THPO  
P.O. Box 301  
Princeton, Maine 04668  
(207) 796-2301; (207) 796-5256 (fax)

Penobscot Indian Nation

Indian Island Reservation  
Attn: Ms. Bonnie Newsom, THPO  
12 Wabanaki Way  
Indian Island, Maine 04468  
(207) 817-7471; (207) 817-7450 (fax)

### **4. ORGANIZATIONAL WEBSITES:**

Army Corps of Engineers, N.E. District  
Army Corps of Engineers, Headquarters  
Environmental Protection Agency  
National Marine Fisheries Service  
U.S. Fish and Wildlife Service  
National Park Service  
State of Maine  
Maine Department of Environmental Protection  
Maine Land Use Regulation Commission  
State of Maine -Aquaculture Guidelines

[www.nae.usace.army.mil/reg](http://www.nae.usace.army.mil/reg)  
[www.usace.army.mil/CECW/Pages/cecwo\\_reg.aspx](http://www.usace.army.mil/CECW/Pages/cecwo_reg.aspx)  
[www.epa.gov/owow/wetlands](http://www.epa.gov/owow/wetlands)  
[www.nmfs.noaa.gov](http://www.nmfs.noaa.gov)  
[www.fws.gov/mainefieldoffice](http://www.fws.gov/mainefieldoffice)  
[www.nps.gov/rivers/index.html](http://www.nps.gov/rivers/index.html)  
[www.maine.gov](http://www.maine.gov)  
[www.maine.gov/dep](http://www.maine.gov/dep)  
[www.maine.gov/doc/lurc](http://www.maine.gov/doc/lurc)  
[www.maine.gov/dmr/aquaculture/index.htm](http://www.maine.gov/dmr/aquaculture/index.htm)

## Appendix E: Additional References

### 1. GC 2: Federal Jurisdictional Boundaries.

(a) Corps Wetlands Delineation Manual, regional supplements, and Corps Wetland Delineation Data Sheets: [www.nae.usace.army.mil/reg](http://www.nae.usace.army.mil/reg) and then “Wetlands and Jurisdictional Limits.”

(b) The USFWS publishes the 1988 National List of Plant Species that Occur in Wetlands ([www.nwi.fws.gov](http://www.nwi.fws.gov)).

The Natural Resources Conservation Service (NRCS) publishes the current hydric soil definition, criteria and lists: <http://soils.usda.gov/use/hydric>. For the Field Indicators for Identifying Hydric Soils in N.E., see [www.neiwpcc.org/hydricsoils.asp](http://www.neiwpcc.org/hydricsoils.asp).

### 2. GC 5:

**Single and complete project** means the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. For example, if construction of a residential development affects several different areas of a headwater or isolated water, or several different headwaters or isolated waters, the cumulative total of all filled areas should be the basis for deciding whether or not the project will be covered by Category 1 or 2.

The **Independent utility** test is used to determine what constitutes a single and complete project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

### 3. GC 10: Threatened and Endangered Species.

(a) The following NMFS site must be referenced to ensure that listed species or critical habitat are not present in the action area [GC 10(b)] or to provide information on federally-listed species or habitat [GC 10(e)]: [www.nero.noaa.gov/prot\\_res/esp/ListE&Tspec.pdf](http://www.nero.noaa.gov/prot_res/esp/ListE&Tspec.pdf). Contact the USFWS for information to check for the presence of listed species (see Appendix D for contact information).

(b) The Endangered Species Act Consultation Handbook – Procedures for Conducting Section 7 Consultations and Conferences, defines action area as “all areas to be affected directly or indirectly by the federal action and not merely the immediate area involved in the action. [50 CFR 402.02].”

### 4. GC 11: Essential Fish Habitat.

As part of the PGP screening process, the Corps may coordinate with NMFS in accordance with the 1996 amendments to the Magnuson-Stevens Fishery Conservation and Management Act to protect and conserve the habitat of marine, estuarine and anadromous finfish, mollusks, and crustaceans. This habitat is termed “Essential Fish Habitat (EFH)”, and is broadly defined to include “those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity.” There are EFH waters throughout inland and coastal waters in Maine. For additional information, see the EFH regulations 50 CFR 600 at [www.nero.noaa.gov/hcd](http://www.nero.noaa.gov/hcd) including the “Guide for EFH Descriptions” at [www.nero.noaa.gov/hcd/list.htm](http://www.nero.noaa.gov/hcd/list.htm). Additional information on the location of EFH can be obtained from NMFS (see Appendix D for contact information).

### 5. GC 16: Avoidance, Minimization and Compensatory Mitigation.

(a) See [www.nae.usace.army.mil/reg](http://www.nae.usace.army.mil/reg) and then “Mitigation” to view the April 10, 2008 “Final Compensatory Mitigation Rule” (33 CFR 332) and related documents. The Q&A document states: “In order to reduce risk and uncertainty and help ensure that the required compensation is provided, the rule establishes a preference hierarchy for mitigation options. The most preferred option is mitigation

bank credits, which are usually in place before the activity is permitted. In-lieu fee program credits are second in the preference hierarchy, because they may involve larger, more ecologically valuable compensatory mitigation projects as compared to permittee-responsible mitigation. Permittee-responsible mitigation is the third option, with three possible circumstances: (1) conducted under a watershed approach, (2) on-site and in kind, and (3) off-site/out-of-kind.

(b) Compensatory mitigation may take the form of wetland preservation, restoration, enhancement, creation, and/or in lieu fee (ILF) for inclusion into the Natural Resources Mitigation Fund for projects in DEP and LURC territories. Avoidance of wetland impacts will reduce the ILF dollar total for applicants. The ILF compensation program was established to provide applicants with a flexible compensation option over and above traditional permittee responsible compensation projects. See the Maine ILF Agreement at [www.nae.usace.army.mil/reg](http://www.nae.usace.army.mil/reg), “Mitigation” and then “Maine,” or [www.maine.gov/dep/blwq/docstand/nrpa/ILF\\_and\\_NRCP/index.htm](http://www.maine.gov/dep/blwq/docstand/nrpa/ILF_and_NRCP/index.htm).

## **6. GCs 19 and 29: Invasive Species.**

(a) Information on what are considered “invasive species” is provided in our “Compensatory Mitigation Guidance” document at [www.nae.usace.army.mil/reg](http://www.nae.usace.army.mil/reg) under “Mitigation.” The “Invasive Species” section has a reference to our “Invasive Species Control Plan (ISCP) Guidance” document, located at [www.nae.usace.army.mil/reg](http://www.nae.usace.army.mil/reg) under “Invasive Species,” which provides information on preparing an ISCP.

(b) The June 2009 “Corps of Engineers Invasive Species Policy” is at [www.nae.usace.army.mil/reg](http://www.nae.usace.army.mil/reg) under “Invasive Species” and provides policy, goals and objectives.

## **7. GC 20: Bank Stabilization.**

This generally eliminates bodies of water where the reflected wave energy may interfere with or impact on harbors, marinas, or other developed shore areas. A revetment is sloped and is typically employed to absorb the direct impact of waves more effectively than a vertical seawall. It typically has a less adverse effect on the beach in front of it, abutting properties and wildlife. See the Corps Coastal Engineering Manual [EM 1110-2-1100](http://www.nae.usace.army.mil/reg) at [www.nae.usace.army.mil/reg](http://www.nae.usace.army.mil/reg) under “Useful Links and Documents” for design and construction guidance.

## **8. GC 22: Stream Crossings and Work.**

(a) Projects should be designed and constructed to ensure long-term success using the most recent manual located at [www.nae.usace.army.mil/reg](http://www.nae.usace.army.mil/reg) under “Stream and River Continuity,” currently “Stream Simulation: An Ecological Approach to Providing Passage for Aquatic Organisms at Road-Stream Crossings, by the U.S. Forest Service.” Section 5.3.3 is of particular importance. Sections 7.5.2.3 Construction Methods and 8.2.11 Stream-Simulation Bed Material Placement both show important steps in the project construction.

(b) For more information on High-Quality Stream Segments and their components see:

i. High-Quality Stream Segments are shown at [www.maine.gov/dep/gis/datamaps](http://www.maine.gov/dep/gis/datamaps).

ii. Class A Waters or Class AA Waters:

[www.mainelegislature.org/legis/statutes/38/title38sec465.html](http://www.mainelegislature.org/legis/statutes/38/title38sec465.html), and

[www.mainelegislature.org/legis/statutes/38/title38sec467.html](http://www.mainelegislature.org/legis/statutes/38/title38sec467.html).

iii. Outstanding river segments [www.mainelegislature.org/legis/statutes/38/title38sec480-P.html](http://www.mainelegislature.org/legis/statutes/38/title38sec480-P.html).

(c) The Massachusetts Dam Removal and the Wetland Regulations guidance may be used to evaluate the positive and negative impacts of culvert replacement, including the loss of upstream wetlands, which may be offset by the overall benefits of the river restoration. See [www.nae.usace.army.mil/reg](http://www.nae.usace.army.mil/reg) and then “Stream and River Continuity.”

(d) The ME DOT’s document “Waterway and Wildlife Crossing Policy and Design Guide for Aquatic Organism, Wildlife Habitat, and Hydrologic Connectivity,” 3rd Edition, July 2008, may be used to

evaluate impacts to aquatic, wildlife and surface water resources when designing, constructing, repairing and maintaining stream crossings. Note: Adherence to this DOT document does not ensure compliance with this GP. Projects must comply with the requirements of this GP including GC 22 and the Corps General Stream Crossing Standards contained therein.

[www.maine.gov/mdot/environmental-office-homepage/fishpassage/3rd%20edition%20-%20merged%20final%20version%207-01-08a1.pdf](http://www.maine.gov/mdot/environmental-office-homepage/fishpassage/3rd%20edition%20-%20merged%20final%20version%207-01-08a1.pdf).

(e) GC 22(f): The Skidder Bridge Fact Sheet at [www.nae.usace.army.mil/reg](http://www.nae.usace.army.mil/reg) under “Stream and River Continuity” may be a useful temporary span construction method.

**9. GC 23: Wetland Crossings.** The Maine DEP’s crossing standards are at 06-096 DEP, Chapter 305: Permit by Rule, 9) Crossings (utility lines, pipes and cables).  
[www.maine.gov/dep/blwq/rules/NRPA/2009/305/305\\_effective\\_2009.pdf](http://www.maine.gov/dep/blwq/rules/NRPA/2009/305/305_effective_2009.pdf)

**10. GC 28: Protection of Vernal Pools.**

(a) The state’s Significant Wildlife Habitat rules ([Chapter 335](#), Section 9(C) “Habitat management standards for significant vernal pool habitat”) are located at [www.maine.gov/dep/blwq/docstand/nrpapage.htm#rule](http://www.maine.gov/dep/blwq/docstand/nrpapage.htm#rule) under “Rules.”

(b) The following documents provide conservation recommendations:

i. Best Development Practices: Conserving pool-breeding amphibians in residential and commercial development in the northeastern U.S., Calhoun and Klemens, 2002. Chapter III, Management Goals and Recommendations, Pages 15 – 26, is particularly relevant. (Available for purchase at [www.maineaudubon.org/resource/index.shtml](http://www.maineaudubon.org/resource/index.shtml) and on Corps website\*.)

ii. Science and Conservation of Vernal Pools in Northeastern North America, Calhoun and deMaynadier, 2008. Chapter 12, Conservation Recommendations section, Page 241, is particularly relevant. (Available for purchase via the internet. Chapter 12 is available on Corps website\*.)  
\* [www.nae.usace.army.mil/reg](http://www.nae.usace.army.mil/reg) under “Vernal Pools.”

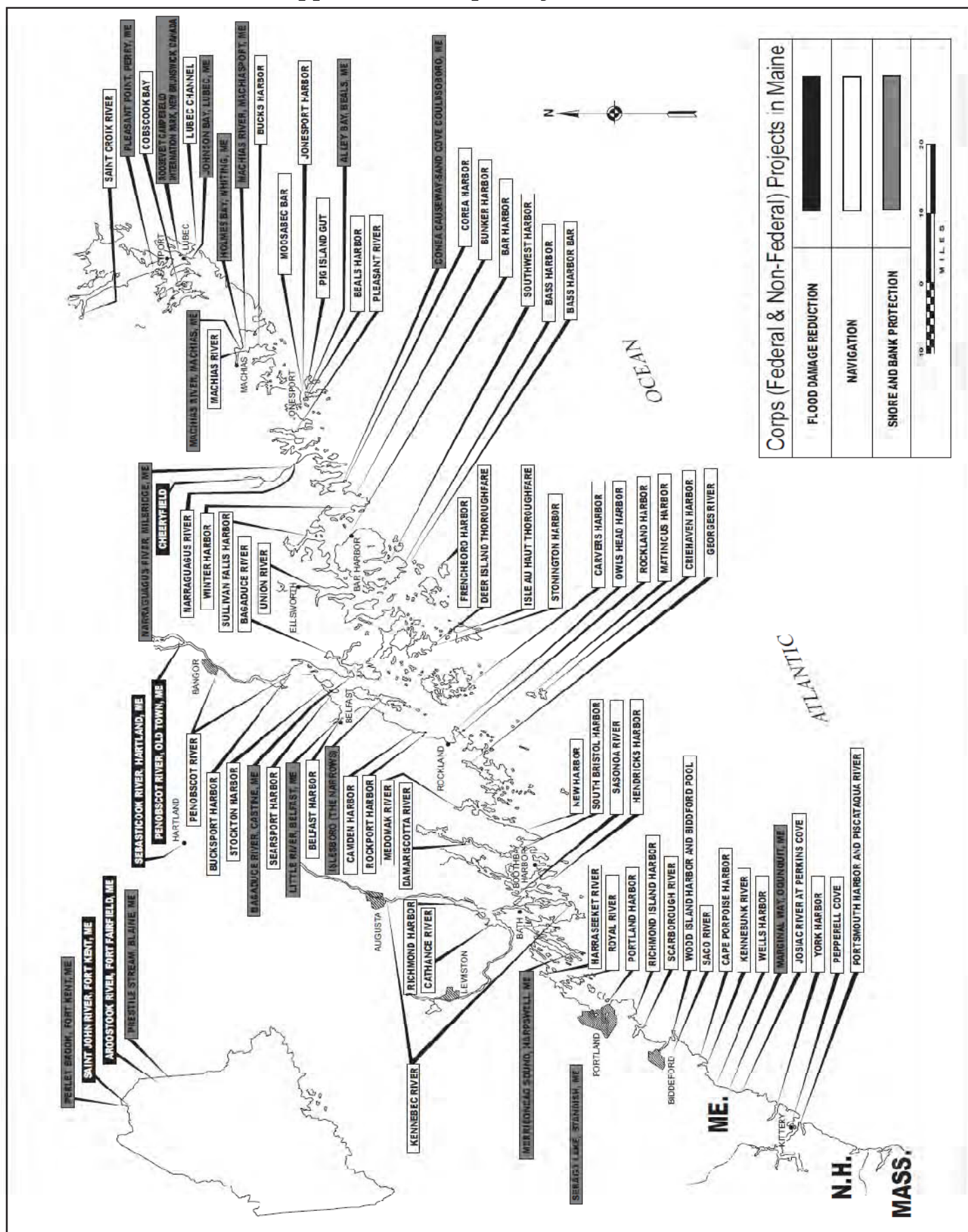
(c) Cape Cod Curbing: For smaller roads and driveways, the most important design feature to consider is curbing. Granite curbs and some traditional curbing can act as a barrier to amphibian and hatchling turtle movements. Large numbers of salamanders have been intercepted in their migrations by curbs and catch basins. Use of Cape Cod curbs rather than traditional curbing may be one solution. Alternatively, where storm water management systems require more traditional curbing, it may be possible to design in escape ramps on either side of each catch basin. Cape Cod curbing is shown on Page 35 of the document cited in 10.b.i above. Bituminous material is not required; other materials such as granite are acceptable.

(d) The VP Directional Buffer Guidance document is located at [www.nae.usace.army.mil/reg](http://www.nae.usace.army.mil/reg) under: 1) “State General Permits” and then “Maine,” and 2) “Vernal Pools.”

**11. GC 32: Maintenance.** River restoration projects that are designed to accommodate the natural dynamic tendencies of the fluvial system are maintained in accordance with the project’s design objectives (Category 1) or the Corps authorization letter (Category 2). These projects are generally designed to support and implement channel assessment and management practices that recognize a stream’s natural dynamic tendencies.



## Appendix F: Corps Projects in Maine



**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**PERMIT BY RULE NOTIFICATION FORM**  
 (For use with DEP Regulation, Chapter 305)

PLEASE TYPE OR PRINT IN **BLACK INK ONLY**

|                                                                                                                                                                 |                                                                                                                                             |                                        |                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|------------------------------------------------------------------------|
| Name of Applicant:<br>(owner)                                                                                                                                   | Maine Department of Transportation                                                                                                          | Name of Agent:                         | Kristen Chamberlain                                                    |
| Applicant Mailing Address:                                                                                                                                      | 16 State House Station                                                                                                                      | Agent Phone # (Include area code):     | (207) 557-5089                                                         |
| Town/City:                                                                                                                                                      | Augusta                                                                                                                                     | PROJECT Information Name of Town/City: | Auburn                                                                 |
|                                                                                                                                                                 |                                                                                                                                             | MDOT WIN:                              | 19284.00                                                               |
| State and Zip code:                                                                                                                                             | ME 04344                                                                                                                                    | Name of Wetland or Waterbody:          | Little Androscoggin River                                              |
| Daytime Phone # (include area code):                                                                                                                            | (207) 624-3100                                                                                                                              | Map #:                                 | Lot #:                                                                 |
| Detailed Directions to Site:                                                                                                                                    | This project is located on Hotel Road, approximately 0.20 miles south of Merrow Road. (Littlefield's Bridge over Little Androscoggin River) |                                        |                                                                        |
|                                                                                                                                                                 | UTM Northing:<br>(if known)                                                                                                                 | UTM Easting:<br>(if known)             |                                                                        |
| Description of Project:                                                                                                                                         | MaineDOT plans to replace the existing single span bridge with a new single span bridge with new abutments behind the existing abutments.   |                                        |                                                                        |
| Part of a larger project?<br>(check one) →                                                                                                                      | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No                                                                      | After the Fact?<br>(check one) →       | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| Check one → This project <input checked="" type="checkbox"/> does (or) <input type="checkbox"/> does not involve work below mean low water (average low water). |                                                                                                                                             |                                        |                                                                        |

**PERMIT BY RULE (PBR) SECTIONS: (Check at least one)**

I am filing notice of my intent to carry out work which meets the requirements for Permit By Rule (PBR) under DEP Rules, Chapter 305. I and my agents, if any, have read and will comply with all of the standards in the Sections checked below.

- |                                                                       |                                                                                   |                                                                                                                                                                                                     |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Sec. (2) Act. Adj. to Protected Natural Res. | <input type="checkbox"/> Sec. (10) Stream Crossing                                | <input type="checkbox"/> Sec. (17) Transfers/Permit Extension                                                                                                                                       |
| <input type="checkbox"/> Sec. (3) Intake Pipes                        | <input checked="" type="checkbox"/> Sec. (11) State Transportation Facil.         | <input type="checkbox"/> Sec. (18) Maintenance Dredging                                                                                                                                             |
| <input type="checkbox"/> Sec. (4) Replacement of Structures           | <input type="checkbox"/> Sec. (12) Restoration of Natural Areas                   | <input type="checkbox"/> Sec. (19) Activities In/on/over significant vernal pool habitat                                                                                                            |
| <input type="checkbox"/> Sec. (5) REPEALED                            | <input type="checkbox"/> Sec. (13) F&W Creation/Enhance/Water Quality Improvement | <input type="checkbox"/> Sec. (20) Activities in existing dev. areas located in/on/over high or moderate value inland waterfowl & wading bird habitat or shorebird nesting, feeding & staging areas |
| <input type="checkbox"/> Sec. (6) Movement of Rocks or Vegetation     | <input type="checkbox"/> Sec. (14) REPEALED                                       |                                                                                                                                                                                                     |
| <input type="checkbox"/> Sec. (7) Outfall Pipes                       | <input type="checkbox"/> Sec. (15) Public Boat Ramps                              |                                                                                                                                                                                                     |
| <input type="checkbox"/> Sec. (8) Shoreline stabilization             | <input type="checkbox"/> Sec. (16) Coastal Sand Dune Projects                     |                                                                                                                                                                                                     |
| <input type="checkbox"/> Sec. (9) Utility Crossing                    |                                                                                   |                                                                                                                                                                                                     |

I have attached the following required submittals. **NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS:**

- ☐ Attach a check for \$65 made payable to: "Treasurer, State of Maine". State agency-internally billed.
- ☒ Attach a U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.
- ☐ Attach Proof of Legal Name. If applicant is not an individual or municipality, provide a copy of Secretary of State's registration information (available at <http://lcrs.inform.org/nei-sos-lcrs/lcrs?MainPage=x>)
- ☐ Attach photos of the proposed site where activity will take place as outlined in PBR Sections checked above.
- ☒ Attach all other required submissions as outlined in the PBR Sections checked above.

I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules. I also understand that **this permit is not valid until approved by the Department or 14 days after receipt by the Department, whichever is less.**

By signing this Notification Form, I represent that the project meets all applicability requirements and standards in the rule and that the applicant has sufficient title, right, or interest in the property where the activity takes place.

|                                  |                      |       |           |
|----------------------------------|----------------------|-------|-----------|
| Signature of Agent or Applicant: | <i>Judy C. Gatis</i> | Date: | 10-4-2012 |
|----------------------------------|----------------------|-------|-----------|

Keep a copy as a record of permit. Send the form with attachments via certified mail or hand deliver to the Maine Dept. of Environmental Protection at the appropriate regional office listed below. The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. Permits are valid for two years. Work carried out in violation of any standard is subject to enforcement action.

AUGUSTA DEP  
17 STATE HOUSE STATION  
AUGUSTA, ME 04333-0017  
(207)287-3901

PORTLAND DEP  
312 CANCO ROAD  
PORTLAND, ME 04103  
(207)822-6300

BANGOR DEP  
106 HOGAN ROAD  
BANGOR, ME 04401  
(207)941-4570

PRESQUE ISLE DEP  
1235 CENTRAL DRIVE  
PRESQUE ISLE, ME 04769  
(207)764-0477

|                 |      |      |           |           |              |
|-----------------|------|------|-----------|-----------|--------------|
| OFFICE USE ONLY | Ck.# | Date | Staff     | Staff     | After Photos |
| PBR #           | FP   |      | Acc. Date | Def. Date |              |

## 11. State transportation facilities

### A. Applicability

- (1) This section applies to the maintenance, repair, reconstruction, rehabilitation, replacement or minor construction of a State Transportation Facility carried out by, or under the authority of, the Maine Department of Transportation (MaineDOT) or the Maine Turnpike Authority, including any testing or preconstruction engineering, and associated technical support services.
- (2) This section does not apply to an activity within a coastal sand dune system.

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NOTE: The construction of a transportation facility other than roads and associated facilities may be subject to the Storm Water Management Law, 38 M.R.S.A. Section 420-D.

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### B. Standards

- (1) Photographs of the area to be altered by the activity must be taken before work on the site begins. The photographs must be kept on file and be made available at the request of the DEP.
- (2) The activity must be reviewed by the Department of Inland Fisheries and Wildlife and the Department of Marine Resources, as applicable. The applicant must coordinate with the reviewing agencies and incorporate any recommendations from those agencies into the performance of the activity.
- (3) All construction activities undertaken must be detailed in a site-specific Soil Erosion and Water Pollution Control Plan and conducted in accordance with MaineDOT's Best Management Practices for Erosion and Sediment Control, dated January 2000, and Standard Specifications, dated December 2002.
- (4) Alignment changes may not exceed a distance of 200 feet between the old and new center lines in any natural resource.
- (5) The activity may not alter more than 300 feet of shoreline (both shores added together) within a mile stretch of any river, stream or brook, including any bridge width or length of culvert.
- (6) The activity may not alter more than 150 feet of shoreline (both shores added together) within a mile stretch of any outstanding river segment identified in 38 M.R.S.A. 480-P, including any bridge width or length of culvert.
- (7) The activity must minimize wetland intrusion. The activity is exempt from the provisions of Chapter 310, the Wetland and Waterbodies Protection Rules, if the activity alters less than 15,000 square feet of natural resources per mile of roadway (centerline measurement) provided that the following impacts are not exceeded within the 15,000 square foot area:
  - (a) 1,000 square feet of coastal wetland consisting of salt tolerant vegetation or shellfish habitat; or



(b) 5,000 square feet of coastal wetland not containing salt tolerant vegetation or shellfish habitat; or

(c) 1,000 square feet of a great pond.

All other activities must be performed in compliance with all sections of Chapter 310, the Wetland Protection Rules, except 310.2(C), 5(A), 9(A), 9(B) and 9(C).

- (8) The activity may not permanently block any fish passage in any watercourse containing fish. The applicant must coordinate with the reviewing agencies listed in paragraph 2 above to improve fish passage and incorporate any recommendations from those agencies into the performance of the activity.

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NOTE: For guidance on meeting the design objectives for fish passage, including peak flow, maximum velocity, mining depth and gradient, see the MaineDOT Waterbody and Wildlife Crossing Policy and Design Guide (July 2008), developed in conjunction with state and federal resource and regulatory agencies.

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- (9) Rocks may not be removed from below the normal high water line of any coastal wetland, freshwater wetland, great pond, river, stream or brook except to the minimum extent necessary for completion of work within the limits of construction.
- (10) If work is performed in a river, stream or brook that is less than three feet deep at the time and location of the activity, the applicant must isolate the work area from the resource and divert stream flows around the work area, maintaining downstream flows while work is in progress.
- (11) Wheeled or tracked equipment may not operate in the water. Equipment operating on the shore may reach into the water with a bucket or similar extension. Equipment may cross streams on rock, gravel or ledge bottom. If avoiding the operation of wheeled or tracked equipment in the water is not possible, the applicant must explain the need to operate in the water. Approval from the DEP to operate in the water must be in writing, and any recommendations from the DEP must be incorporated into the performance of the activity.
- (12) All wheeled or tracked equipment that must travel or work in a vegetated wetland area must travel and work on mats or platforms.
- (13) Any debris or excavated material must be stockpiled either outside the wetland or on mats or platforms. Erosion and sediment control best management practices must be used, where necessary, to prevent sedimentation. Any debris generated during the activity must be prevented from washing downstream and must be removed from the wetland or water body. Disposal of debris must be in conformance with the Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Section 1301 *et seq.*
- (14) Work below the normal high water line of a great pond, river, stream or brook must be done at low water except for emergency work or work agreed to by the resource agencies listed in paragraph 2 above.
- (15) Perimeter controls must be installed before the work starts. Disturbance of natural resources beyond the construction limits shown on the plans is not allowed under this rule.

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NOTE: Guidance on the location of construction limits can be obtained from the on site Construction Manager.

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- (16) The use of untreated lumber is preferred. Lumber pressure treated with chromated copper arsenate (CCA) may be used only if necessary and only if use is allowed under federal law and not prohibited from sale under 38 M.R.S.A. 1682, and provided it is cured on dry land in a manner that exposes all surfaces to the air for a period of at least 21 days prior to construction. Wood treated with creosote or pentachlorophenol may not be used where it will contact water.
- (17) A temporary road for equipment access must be constructed of crushed stone, blasted ledge, or similar materials that will not cause sedimentation or restrict fish passage. Such roads must be completely removed at the completion of the activity. In addition, any such temporary roads which are in rivers, streams or brooks, must allow for a passage of stormwater flows associated with a 10-year storm.
- (18) Non-native species may not be planted in restored areas.
- (19) Disposal of debris must be in conformance with Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Sections 1301 *et seq.*
- (20) Disturbance of vegetation must be avoided, if possible. Where vegetation is disturbed outside of the area covered by any road or structure construction, it must be reestablished immediately upon completion of the activity and must be maintained.
- (21) A vegetated area at least 25 feet wide must be established and maintained between any new stormwater outfall structure and the high water line of any open water body. A velocity reducing structure must be constructed at the outlet of the stormwater outfall that will create sheet flow of stormwater, and prevent erosion of soil within the vegetated buffer. If the 25 foot vegetated buffer is not practicable, the applicant must explain the reason for a lesser setback in writing. Approval from the DEP must be in writing and any recommendations must be incorporated into the activity.

**C. Definitions.** The following terms, as used in this chapter, have the following meanings, unless the context indicates otherwise:

- (1) Diversion. The rerouting of a river, stream or brook around a construction site and then back to the downstream channel.
- (2) Fill. a. (verb) To put into or upon, supply to, or allow to enter a water body or wetland any earth, rock, gravel, sand, silt, clay, peat, or debris; b. (noun) Material, other than structures, placed in or immediately adjacent to a wetland or water body.
- (3) Floodplain wetlands. Freshwater wetlands that are inundated with flood water during a 100-year flood event based on flood insurance maps produced by the Federal Emergency Agency or other site specific information.
- (4) Riprap. Heavy, irregularly shaped rocks that are fit into place, without mortar, on a slope as defined in the MaineDOT Standard Specifications, dated December 2002.



## Environmental Summary Sheet

**Pin:** 19284.00

**Date Submitted:** 11/29/12

**Town:** Auburn

**CPD Team Leader:** Kristen Chamberlain

**ENV Field Contact:** Mike Clark

**NEPA Complete:** 9/27/12 Individual Categorical Exclusion

☒ **Section 106**

SHPO Concurrence-No Adverse Effect

Section 106 Resources:

1. Portland-Lewiston Interurban Line Bridge ("Trolley Bridge")

2. Canadian Pacific Railroad Bridge

Comments: No adverse effect is conditional. **See Special Provision 105.9** for requirements to ensure the Trolley Bridge is not impacted by MaineDOT construction activities.

☒ **Section 4(f) and 6(f)**

Section 4(f)

Review Complete-No use. No proposed ROW on the Section 106 resources described above.

Section 6(f)

Not Applicable-No properties

☒ **Maine Department of Inland Fisheries and Wildlife Essential Habitat**

**Not Applicable**

**Timing Window: Not Applicable**

☒ **Section 7**

**No Effect**

**Species of Concern: Atlantic Salmon DPS**

**Comments/References:** No Effect based on information from DMR that salmon are not present in the project area.

☒ **Maine Department of Conservation/Public Lands, Submerged Land Lease**

Not Applicable

☒ **Maine Land Use Regulation Commission**

N/A

☒ **Maine Department of Environmental Protection**

Permit by Rule (PBR)

In water work July 15-September 30; In addition, pile-driving is acceptable during the month of March based on IFW & DMR reviews. See Special Provision 105.

*\*Applicable Standards and Permits are included with the contract.*

☒ **Army Corps of Engineers, Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.**

Category 2

- Work Start Notification and Compliance Certification Forms must be submitted by ENV Field Contact and/or Resident (copy needs to go to ENV CPD Team Leader).

-In water work July 15-September 30 except pile driving. **See Special Provision 105.**

-Riprap placement can occur with or without cofferdams

*\*Applicable Standards and Permits are included with the contract.*

☒ **Stormwater Review**

N/A

☒ **Special Provisions Required**

**Special Provision 105-Timing of Work Restriction**

N/A ☐

Applicable ☒

**Special Provision 656-Erosion Control Plan**

N/A ☐

Applicable ☒

**Special Provision 203-Dredge Spec**

N/A ☐

Applicable ☒

**General Note for Hazardous Waste**

N/A ☒

Applicable ☐

**Special Provision 203-Hazardous Waste**

N/A ☒

Applicable ☐

**Special Provision 105.9**

N/A ☐

Applicable ☒

*\*All permits and approvals based on plans/scope as of: 11/29/12*